

Todd Duell
c/o 68-15-12-722
Wai'anae, HI (96791)
duellfamilytrust.trustee@gmail.com
808-379-5867
cls PKW
pa

ORIGINAL

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF HAWAII

300 Ala Moana Blvd, C-338
Honolulu, HI 96850
808-541-1300

FILED IN THE
UNITED STATES DISTRICT COURT
DISTRICT OF HAWAII

SEP 30 2024

at 3 o'clock and 50 min. P M
Lucy H. Carrillo, Clerk

Todd Alan Duell,
Secured Party Creditor,
Holder In Due Course,
Complainant,
Ex Relatione on Behalf of:
Securities and Exchange Commission,
United States of America,

v.

Brenda L. McCormick,
Jeremy Barnum,
Stacey Friedman,
Selvi Stanislaus,
Jozel Brunett,
Jeff Comber

Defendants.

) Case No:

) **MC24-00558DKW** KJM

CRIMINAL COMPLAINT

I, Todd Alan Duell, Complainant in this instant case, state the following is true to the best of my knowledge and belief. On or about the dates of:

1. The defendant(s) violated the codes as indicated below, which hereby incorporates and references evidence lodged in SUPERIOR COURT OF CALIFORNIA, VENTURA COUNTY Case Number: **2016004124** and **2023CUFR014148**.

Complainant Signature: Todd Alan Duell
Todd Alan Duell
Trustee
Secured Party Creditor
Holder In Due Course
Principal Owner
Internationally Protected Person
PL 94-467, PL 92-539
Without Prejudice
Without Recourse
CO SOS UCC-1:20212079883
d/b/a TODD ALAN DUELL© TRUST

Sworn to before me and signed in my presence.

Date: _____

Judge's Signature

City and State: Honolulu, Hawaii

Printed Name and Title

Bid Bond

(See Instructions on Page 3)

Date Bond Executed (Must Not Be Later Than Bid Opening Date)

OMB Control Number: 9000-0001
Expiration Date: 1/31/2027**Principal (Legal Name And Business Address)**TODD ALAN DUELL
68-151 Au St #212
Waialua, HI, [96791]**Type Of Organization ("X" One)**☒ Individual ☐ Partnership ☐ Joint Venture
☐ Corporation ☐ Other (Specify)**State Of Incorporation**

CA - 104-69-312626

Surety(ies) (Name And Business Address)TODD ALAN DUELL
Depository Trust Company
55 Water Street
New York, New York [10041-0099]**Penal Sum Of Bond****Percent Amount Not To Exceed**

Of Bid	Million(s)	Thousand(s)	Hundred(s)	Cents
Price				

Bid Identification**Bid Date****Invitation Number**

For (Construction, Supplies Or Services)

Obligation:

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

Conditions:

The Principal has submitted the bid identified above.

Therefore:

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the Principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the Surety(ies) of extension(s) is waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

Witness:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

Principal

Signature(s)	1. (Seal)	2. (Seal)	3. (Seal)	Corporate Seal
Name(s) And Title(s) (Typed)	1. Todd Alan Duell, Principal	2.	3.	

Individual Surety(ies)

Signature(s)	1. (Seal)	2. (Seal)
Name(s) (Typed)	1. Todd Alan Duell, Principal	2.

Corporate Surety(ies)

Surety A	Name And Address		State Of Incorporation	Liability Limit (\$)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		
Surety B	Name And Address		State Of Incorporation	Liability Limit (\$)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		
Surety C	Name And Address		State Of Incorporation	Liability Limit (\$)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		
Surety D	Name And Address		State Of Incorporation	Liability Limit (\$)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		

Performance Bond	Date Bond Executed (Must be same or later than date of contract)	OMB Control Number: 9000-0001 Expiration Date: 1/31/2027
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See Instructions on page 3

Principal (Legal name and business address) TODD ALAN DUELL 68-151 Au St #212 Waialua, HI, [96791]	Type of Organization ("X" one) <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Corporation <input type="checkbox"/> Other (Specify) State of Incorporation CA - 104-69-312626										
Surety(ies) (Name(s) and business address(es)) TODD ALAN DUELL Depository Trust Company 55 Water Street New York, New York [10041-0099]	Penal Sum of Bond <table> <tr> <td>Million(s)</td><td>Thousand(s)</td><td>Hundred(s)</td><td>Cents</td></tr> <tr> <td></td><td></td><td></td><td></td></tr> </table> Contract Date <table> <tr> <td>Contract Number</td></tr> <tr> <td></td></tr> </table>	Million(s)	Thousand(s)	Hundred(s)	Cents					Contract Number	
Million(s)	Thousand(s)	Hundred(s)	Cents								
Contract Number											

Obligation:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

Conditions:

The Principal has entered into the contract identified above.

Therefore:

The above obligation is void if the Principal-

- (a) (1) Performs and fulfills all the understanding, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice of the Surety(ies) and during the life of any guaranty required under the contract, and
- (2) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.
- (b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to 41 USC Chapter 31, Subchapter III, Bonds, which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

Witness:

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

Principal

Signature(s)	1. (Seal)	2. (Seal)	3. (Seal)	
Name(s) & Title(s) (Typed)	1. Todd Alan Duell, Principal	2.	3.	Corporate Seal

Individual Surety(ies)

Signature(s)	1. (Seal)	2. (Seal)
Name(s) (Typed)	1. Todd Alan Duell, Principal	2.

Corporate Surety(ies)

Surety A	Name & Address		State of Incorporation	Liability Limit (\$)	
	Signature(s)	1.	2.		Corporate Seal
	Name(s) & Title(s) (Typed)	1.	2.		
Surety B	Name & Address		State of Incorporation	Liability Limit (\$)	
	Signature(s)	1.	2.		Corporate Seal
	Name(s) & Title(s) (Typed)	1.	2.		
Surety C	Name & Address		State of Incorporation	Liability Limit (\$)	
	Signature(s)	1.	2.		Corporate Seal
	Name(s) & Title(s) (Typed)	1.	2.		
Surety D	Name & Address		State of Incorporation	Liability Limit (\$)	
	Signature(s)	1.	2.		Corporate Seal
	Name(s) & Title(s) (Typed)	1.	2.		
Surety E	Name & Address		State of Incorporation	Liability Limit (\$)	
	Signature(s)	1.	2.		Corporate Seal
	Name(s) & Title(s) (Typed)	1.	2.		

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

PRINCIPAL (Legal name and business address) TODD ALAN DUELL 68-151 Au St #212 Waialua, HI, [96791]	TYPE OF ORGANIZATION ("X" one) <input checked="" type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER (Specify)			
	STATE OF INCORPORATION CA - 104-69-312626			
	PENAL SUM OF BOND			
SURETY(IES) (Name(s) and business address(es)) TODD ALAN DUELL Depository Trust Company 55 Water Street New York, New York [10041-0099]	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
	CONTRACT DATE		CONTRACT NUMBER	

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

WITNESS:

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

PRINCIPAL				
SIGNATURE(S)	1.	2.	3.	Corporate Seal
	(Seal)	(Seal)	(Seal)	
NAME(S) & TITLE(S) (Typed)	1. Todd Alan Duell, Principal	2.	3.	
INDIVIDUAL SURETY(IES)				
SIGNATURE(S)	1.	2.		
	(Seal)	(Seal)		
NAME(S) (Typed)	1. Todd Alan Duell, Principal	2.		
CORPORATE SURETY(IES)				
SURETY A	NAME & ADDRESS	STATE OF INCORPORATION		LIABILITY LIMIT \$
	SIGNATURE(S)	1.	2.	Corporate Seal
	NAME(S) & TITLE(S) (Typed)	1.	2.	

Affidavit Of Individual Surety

(See instructions on page 4)

OMB Control Number: 9000-0001**Expiration Date: 1/31/2027**

State Of Oahu	County Of Honolulu	SS.
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I, the undersigned, being duly sworn, depose and say that I am: (1) the surety to the attached bond(s); (2) a citizen of the United States; and of full age and legally competent. Where the sureties are acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal. I recognize that statements contained herein concern a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious or fraudulent statement may render the maker subject to prosecution under Title 18, United States Code Sections 1001 and 494. This affidavit is made to induce the United States of America to accept me as surety on the attached bond.

1. Name (First, Middle, Last) (Type or Print) Todd Alan Duell	2A. Home Address (Number, Street, City, State, ZIP Code)	
3. Type And Duration Of Occupation Surety/Lifetime	2B. Telephone Number	2C. Email Address
4A. Name And Address Of Employer (Number, Street, City, State, ZIP Code) (If self-employed, so state) Self Employed/CA	5A. Name And Address Of Individual Surety Broker Used (Number, Street, City, State, ZIP Code) Depository Trust Company 55 Water Street New York, New York [10041-0099]	
	5B. Surety Broker Email Address	
4B. Employer Email Address	5C. Home Telephone Number	5D. Business Telephone Number
6A. Name And Address Of Financial Institution Submitting The Pledge Of Securities On Behalf Of Individual Surety (Number, Street, City, State, ZIP Code)	6B. Financial Institution Email Address	6C. Routing Transit Number (RTN)
	6D. Contact Person Name	6E. Contact Person Telephone Number
	6F. Contact Person Email Address	

7. The Following Is A True Representation Of The Assets I Have Pledged To The United States In Support Of The Attached Bond. (List The Committee On Uniform Securities Identification Procedures (CUSIP) Number And Par (Face) Amount Of Each Security).

- CUSIP - See GSA FORMS; SF 24, SF 25, SF 25A, SF 28, SF 1418, SF 273, SF 274, SF 275, and OF 91.

Birth Certificate - CA - 104-69-312626 and Social Security Number - 560080046, Bond Number - G74210351, G73065959, H77543712 and CUSIP - 316416562, 779576107; Non-Negotiable Setoff Deposited with the United States Treasury.

-
8. Identify All Liens, Judgements, Or Any Other Encumbrances Involving Subject Assets.

United States District Court for the District of Hawaii, Att Clerk of the Court; - CUSIP - See GSA FORMS; SF 24, SF 25, SF 25A, SF 28, SF 1418, SF 273, SF 274, SF 275, and OF 91.

9. Identify All Bonds, Including Bid Guarantees, For Which The Subject Assets Have Been Pledged Within Three Years Prior To The Date Of Execution Of This Affidavit.

Bid Bond Issued by United States District Court for the District of Hawaii, Att Clerk of the Court; - CUSIP - See GSA FORMS; SF 24, SF 25, SF 25A, SF 28, SF 1418, SF 273, SF 274, SF 275, and OF 91.

Documentation Of The Pledged Asset Must Be Attached.

10. Signature			11. Bond And Contract To Which This Affidavit Relates (where appropriate)		
12. Subscribed And Sworn To Before Me As Follows:					Official Seal
a. Date Oath Administered		b. City And State (or other jurisdiction)			
Month	Day	Year			
c. Name And Title Of Official Administering Oath (type or print)		d. Signature		e. My Commission Expires	

Performance Bond For Other Than Construction Contracts (See Instructions on Page 3)	Date Bond Executed (Must be same or later than date of contract)	OMB Control Number: 9000-0001 Expiration Date: 1/31/2027																													
Principal (Legal name and business address) TODD ALAN DUELL 68-151 Au St #212 Waialua, HI, [96791]		Type of Organization ("X" one) <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Corporation State of Incorporation CA - 104-69-312626																													
Surety(ies) (Name(s) and business address(es)) Depository Trust Company 55 Water Street New York, New York [10041-0099]		<table border="1"> <tr> <th colspan="4">Penal Sum of Bond</th> </tr> <tr> <th>Million(s)</th> <th>Thousand(s)</th> <th>Hundred(s)</th> <th>Cents</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <th colspan="2">Contract Date</th> <th colspan="2">Contract Number</th> </tr> <tr> <td colspan="2"> </td> <td colspan="2"> </td> </tr> <tr> <th colspan="2">Option Date</th> <th colspan="2">Option Number</th> </tr> <tr> <td colspan="2"> </td> <td colspan="2"> </td> </tr> </table>		Penal Sum of Bond				Million(s)	Thousand(s)	Hundred(s)	Cents					Contract Date		Contract Number						Option Date		Option Number					
Penal Sum of Bond																															
Million(s)	Thousand(s)	Hundred(s)	Cents																												
Contract Date		Contract Number																													
Option Date		Option Number																													

Obligation:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

Conditions:

The Principal has entered into the contract identified above.

Therefore:

The above obligation is void if the Principal: (1) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of the contract during either the base term or an optional term of the contract and any extensions thereof that are granted by the Government, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract, and (2) performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) is waived.

The guaranty for a base term covers the initial period of performance of the contract and any extensions thereof excluding any options. The guaranty for an option term covers the period of performance for the option being exercised and any extensions thereof.

The failure of a surety to renew a bond for any option term shall not result in a default of any bond previously furnished covering any base or option term.

Witness:

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

Principal

Signature(s)	1. _____ (Seal)	2. _____ (Seal)	Corporate Seal
Name(s) and Title(s) (Typed)	1. Todd Alan Duell, Principal	2. _____	

Individual Surety(ies)

Signature(s)	1. _____ (Seal)	2. _____ (Seal)
Name(s) (Typed)	1. Todd Alan Duell, Principal	2. _____

Corporate Surety(ies)

Surety A	Name and Address	_____	State of Incorporation	Liability Limit \$	Corporate Seal
	Signature(s)	1. _____	2. _____		
	Name(s) and Title(s) (Typed)	1. _____	2. _____		
Surety B	Name and Address	_____	State of Incorporation	Liability Limit \$	Corporate Seal
	Signature(s)	1. _____	2. _____		
	Name(s) and Title(s) (Typed)	1. _____	2. _____		
Surety C	Name and Address	_____	State of Incorporation	Liability Limit \$	Corporate Seal
	Signature(s)	1. _____	2. _____		
	Name(s) and Title(s) (Typed)	1. _____	2. _____		
Surety D	Name and Address	_____	State of Incorporation	Liability Limit \$	Corporate Seal
	Signature(s)	1. _____	2. _____		
	Name(s) and Title(s) (Typed)	1. _____	2. _____		
Surety E	Name and Address	_____	State of Incorporation	Liability Limit \$	Corporate Seal
	Signature(s)	1. _____	2. _____		
	Name(s) and Title(s) (Typed)	1. _____	2. _____		

Reinsurance Agreement For A Bonds Statute Performance Bond (See instructions on Page 3)		OMB Control Number: 9000-0001 Expiration Date: 1/31/2027	
1. Direct Writing Company* TODD ALAN DUELL 300 Alamoana Blvd. C-338 Honolulu, HI, [96850]		1A. Date Direct Writing Company Executes This Agreement	
		1B. State Of Incorporation CA - 104-69-312626	
2. Reinsuring Company* Depository Trust Company 55 Water Street New York, New York [10041-0099]		2A. Amount Of This Reinsurance (\$)	
		2B. Date Reinsuring Company Executes This Agreement	
		2C. State Of Incorporation	
3. Description Of Contract		4. Description Of Bond	
3A. Amount Of Contract		4A. Penal Sum Of Bond	
3B. Contract Date	3C. Contract Number	4B. Date Of Bond	4C. Bond Number 560080046/G74210351, G73065959, H77543712
3D. Description Of Contract Case No.: CUSIP: United States District Court for the District of Hawaii Att: Clerk of the Court 300 Alamoana Blvd. C-338 Honolulu, HI [96850]		4D. Principal* TODD ALAN DUELL 300 Alamoana Blvd. C-338 Honolulu, HI, [96850]	
3E. Contracting Agency		4E. State Of Incorporation (If Corporate Principal)	

*Items 1, 2, 4D - Furnish legal name, business address and ZIP Code.

- (a) The Direct Writing Company named above is bound as surety to the United States of America on the performance bond described above, wherein the above described is the principal, for the protection of the United States on the contract described above. The contract is for the construction, alteration, or repair of a public building or public work of the United States, and the performance bond was furnished to the United States under 40 U.S.C. chapter 31, subchapter III, Bonds, known as the Bonds Statute. The Direct Writing Company has applied to the Reinsuring Company named above to be reinsured and counter-secured in the amount shown opposite the name of the Reinsuring Company (referred to as the "Amount of this Reinsurance"), or for whatever amount less than the "Amount of this Reinsurance" the Direct Writing Company is liable to pay under or by virtue of the performance bond.
- (b) For a sum mutually agreed upon, paid by the Direct Writing Company to the Reinsuring Company which acknowledges its receipt, the parties to this Agreement covenant and agree to the terms and conditions of the agreement.

Terms And Conditions:

- (a) The purpose and intent of this agreement is to guarantee and indemnify the United States against loss under the performance and to the extent of the "Amount of this Reinsurance," or any sum less than the "Amount of this Reinsurance" that is owing and unpaid by the Direct Writing Company to the United States under the performance bond.
- (b) If the Direct Writing Company fails to pay any default under the performance bond equal to or in excess of the "Amount of this Reinsurance," the Reinsuring Company covenants and agrees to pay to the United States, the obligee on the performance bond, the "Amount of this Reinsurance." If the Direct Writing Company fails to pay to the United States any default for a sum less than the "Amount of this Reinsurance" the Reinsuring Company covenants and agrees to pay to the United States the full amount of the default, or so much thereof that is not paid to the United States by the Direct Writing Company.
- (c) If there is a default on the performance bond for the "Amount of this Reinsurance," or more, the Reinsuring Company and the Direct Writing Company hereby covenant and agree that the United States may bring suit against the Reinsuring Company for the "Amount of this Reinsurance" or, in case the amount of the default is for less than the "Amount of this Reinsurance," for the full amount of the default.

Witness:

The Direct Writing Company and the Reinsuring Company, respectively, have caused this Agreement to be signed and impressed with their respective corporate seals by officers possessing power to sign this instrument, and to be duly attested by officers empowered thereto, on the day and date above written opposite their respective names.

5. Direct Writing Company

5A(1) Signature	(2) Attest: Signature	Corporate Seal
5B(1) Name And Title (Typed) Todd Alan Duell, Principal	(2) Name And Title (Typed)	

6. Reinsuring Company		
6A(1) Signature	(2) Attest: Signature	Corporate Seal
6B(1) Name And Title (Typed) Todd Alan Duell, Principal	(2) Name And Title (Typed)	

Instructions

This form is to be used in cases where it is desired to cover the excess of a Direct Writing Company's underwriting limitation by reinsurance instead of co-insurance on Bonds Statute performance bonds running to the United States. See FAR (48 CFR) 28.202(a)(4) and 53.228(h).

Execute and file this form as follows:

Original and copies (as specified by the bond-approving officer), signed and sealed, shall accompany the bond or be filed within the time period shown in the bid or proposal.

One copy, signed and sealed, shall accompany the Direct Writing Company's quarterly Schedule of Excess Risks filed with the Department of the Treasury.

Other copies may be prepared for the use of the Direct Writing Company and Reinsuring Company. Each Reinsuring Company should use a separate form.

Paperwork Reduction Act Statement

This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0001. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (MVCB), 1800 F Street, NW, Washington, DC 20405.

Reinsurance Agreement For A Bonds Statute Payment Bond (See instructions on Page 4)		OMB Control Number: 9000-0001 Expiration Date: 1/31/2027	
1. Direct Writing Company* TODD ALAN DUELL 300 Alamoana Blvd. C-338 Honolulu, HI, [96850]		1A. Date Direct Writing Company Executes This Agreement	
		1B. State Of Incorporation CA - 104-69-312626	
2. Reinsuring Company* Depository Trust Company 55 Water Street New York, New York [10041-0099]		2A. Amount Of This Reinsurance \$	
		2B. Date Reinsuring Company Executes This Agreement	
		2C. State Of Incorporation	
3. Description Of Contract		4. Description Of Bond	
3A. Amount Of Contract		4A. Penal Sum Of Bond	
3B. Contract Date	3C. Contract Number	4B. Date Of Bond	4C. Bond Number 560080046/G74210351, G73065959, H77543712
3D. Description Of Contract Performance Bond Case No.: CUSIP: United States District Court for the District of Hawaii Att: Clerk of the Court 300 Alamoana Blvd. C-338 Honolulu, HI [96850]		4D. Principal* TODD ALAN DUELL 300 Alamoana Blvd. C-338 Honolulu, HI, [96850]	
3E. Contracting Agency		4E. State Of Incorporation (If Corporate Principal)	

*Items 1, 2 ,4D - furnished legal name, business address and ZIP Code.

Agreement:

- (a) The Direct Writing Company named above is bound as a surety on the payment bond described above, wherein the above described is the principal, for the protection of all persons supplying labor and material on the contract described above, which is for the construction, alteration, or repair of a public building or public work of the United States. The payment bond is for the use of persons supplying labor or material, and is furnished to the United States under 40 U.S.C. chapter 31, subchapter III, Bonds, known as the Bonds Statute. The Direct Writing Company has applied to the Reinsuring Company named above to be reinsured and counter-secured in the amount above opposite the name of the Reinsuring Company (referred to as "Amount Of This Reinsurance"), or for whatever amount less than the "Amount Of This Reinsurance" the Direct Writing Company is liable to pay under or by virtue of the payments bond.
- (b) For a sum mutually agreed upon, paid by the Direct Writing Company to the Reinsuring Company which acknowledges its receipt, the parties to this Agreement covenant and agree to the terms and conditions of this agreement.

Terms And Conditions:

The purpose and intent of this agreement is (a) to guarantee and indemnify the persons who have furnished or supplied labor or material in the prosecution of the work provided for in the contract referred to above (hereinafter referred to as "laborers and materialmen," the term "materialmen" including persons having a direct contractual relation with a subcontractor but no contractual relationship expressed or implied with the contractor who has furnished the said payment bond) against loss under the payment bond to the extent of the "Amount Of This Reinsurance," or for any sum less than the "Amount Of This Reinsurance," that is owing and unpaid by the Direct Writing Company to the "laborers and materialmen" on the payment bond; and (b) to make the "laborers and materialmen" obligees under this Reinsurance Agreement to the same extent as if their respective names were written herein.

Therefore:

- 1. The Reinsuring Company covenants and agrees -
 - (a) To pay the "Amount Of This Reinsurance" to the "laborers and materialmen" in the event of the Direct Writing Company's failure to pay to the "laborers and materialmen" any default under the payment bond equal to or in excess of the "Amount Of This Reinsurance;" and
 - (b) To pay (1) the full amount to the "laborers and materialmen," or (2) the amount not paid to them by the Direct Writing Company; in case the Direct Writing Company fails to pay the "laborers and materialmen" any default under the payment bond less than the "Amount Of This Reinsurance."

2. The Reinsuring Company and the Direct Writing Company covenant and agree that, in the case of default on the payment bond for the "Amount Of This Reinsurance," or more, the persons given a "right of action" or a "right to sue" on the payment bond by 40 U.S.C. 3133 may bring suit against the Reinsuring Company in the United States District Court for the district in which the contract described above is to be performed and executed for the "Amount Of This Reinsurance" or, if the amount of the default is for less than the "Amount Of This Reinsurance," for whatever the full amount of the default may be. The Reinsuring Company further covenants and agrees to comply with all requirements necessary to give such court jurisdiction, and to consent to determination of matters arising under this Reinsurance Agreement in accordance with the law and practice of the court. It is expressly understood by the parties that the rights, powers, and privileges given in this paragraph to persons are in addition to or supplemental to or in accordance with other rights, powers, and privileges which they might have under the statutes of the United States, any States, or the other laws of either, and should not be construed as limitations.
3. The Reinsuring Company and the Direct Writing Company further covenant and agree that the Reinsuring Company designates the process agent, appointed by the Direct Writing Company in the district in which the contract is to be performed and executed, as an agent to accept service of process in any suit instituted on this Reinsurance Agreement, and that the process agent shall send, by registered mail, to the Reinsuring Company at its principal place of business shown above, a copy of the process.
4. The Reinsuring Company and the Direct Writing Company further covenant and agree that this Reinsurance Agreement is an integral part of the payment bond.

Witness:

The Direct Writing Company and the Reinsuring Company, respectively, have caused this Agreement to be signed and impressed with their respective corporate seals by officers possessing the power to sign this instrument, and to be duly attested to by officers empowered thereto, on the day and date in Item 1A written opposite their respective names.

5. Direct Writing Company

5A. (1) Signature	(2) Attest: Signature	Corporate Seal
5B. (1) Name And Title (Typed) Todd Alan Duell, Principal	(2) Name And Title (Typed)	

6. Reinsuring Company

6A. (1) Signature	(2) Attest: Signature	Corporate Seal
6B. (1) Name And Title (Typed) Todd Alan Duell, Principal	(2) Name And Title (Typed)	

1. Direct Writing Company* TODD ALAN DUELL 300 Alamoana Blvd. C-338 Honolulu, HI, [96850]	1A. Date Direct Writing Company Executes This Agreement 1B. State of Incorporation CA - 104-69-312626
2. Reinsuring Company* Depository Trust Company 55 Water Street New York, New York [10041-0099]	2A. Amount of This Reinsurance (\$) 2B. Date Reinsuring Company Executes This Agreement 2C. State of Incorporation
3. Description of Bond	
3A. Description of Bond (Type, purpose, etc.) (If associated with contract number, date, amount, etc., include name of Government agency involved.) Payment Bond Payment Settlement of Contract Case No.: CUSIP: United States District Court for the District of Hawaii Att: Clerk of the Court 300 Alamoana Blvd. C-338 Honolulu, HI [96850]	3B. Penal Sum of Bond \$ 3C. Date of Bond 3D. Bond Number 560080046/G74210351, G73065959, H77543712 3E. Principal* TODD ALAN DUELL 300 Alamoana Blvd. C-338 Honolulu, HI, [96850] 3F. State of Incorporation (If corporate principal)

Agreement:

- (a) The Direct Writing Company named above is bound as surety to the United States of America, on the bond described above, wherein the above-named is the principal. The bond is given for the protection of the United States and the Direct Writing Company has applied to the above Reinsuring Company to be reinsured and counter-secured in the amount shown opposite the name of the Reinsuring Company (referred to as the "Amount of this Reinsurance"), or for whatever amount less than the "Amount of this Reinsurance" the Direct Writing Company is liable to pay under or by virtue of the bond.
- (b) For a sum mutually agreed upon, paid by the Direct Writing Company to the Reinsuring Company which acknowledges its receipt, the parties to this Agreement covenant and agree to the terms and conditions of this agreement.

Terms and Conditions:

The purpose and intent of this agreement is to guarantee and indemnify the United States against loss under the bond to the extent of the "Amount of this Reinsurance," or for any less sum than the "Amount of this Reinsurance," that is owing and unpaid by the Direct Writing Company to the United States.

*Items 1, 2, 3E - Furnish legal name, business address and ZIP Code.

Therefore:

1. If the Direct Writing Company fails to pay any default under the bond equal to or in excess of the "Amount of this Reinsurance," the Reinsuring Company covenants and agrees to pay to the United States, the obligee on the bond, the "Amount of this Reinsurance." If the Direct Writing Company fails to pay to the United States any default for a sum less than the "Amount of this Reinsurance," the Reinsuring Company covenants and agrees to pay to the United States the full amount of the default, or so much thereof that is not paid to the United States by the Direct Writing Company.
2. The Reinsuring Company further covenants and agrees that in case of default on the bond for the "Amount of this Reinsurance," or more, the United States may sue the Reinsuring Company for the "Amount of this Reinsurance" or for the full amount of the default when the default is less than the "Amount of this Reinsurance."

Witness

The Direct Writing Company and the Reinsuring Company, respectively, have caused this Agreement to be signed and impressed with their respective corporate seals by officers possessing power to sign this instrument, and to be duly attested to by officers empowered thereto, on the day and date above -- written opposite their respective names.

4. Direct Writing Company

4A(1). Signature	(2). Attest: Signature	Corporate Seal
4B(1). Name and Title (Typed) Todd Alan Duell, Principal	4B(2). Name and Title (Typed)	

5. Reinsuring Company

5A(1). Signature	(2). Attest: Signature	Corporate Seal
5B(1). Name and Title (Typed) Todd Alan Duell, Principal	5B(2). Name and Title (Typed)	

RELEASE OF PERSONAL PROPERTY FROM ESCROW

Whereas TODD ALAN DUELL, of CA - 104-69-312626, by a bond
(Name) (Place of Residence)
for the performance of U.S. Government Contract Number 560080046,
became a surety for the complete and successful performance of said contract, and Whereas said
surety has placed certain personal property in escrow

in Account Number _____ on deposit
at United States District Court for the District of Hawaii
(Name of Financial Institution)

located at 300 Alamoana Blvd. C-338 Honolulu, HI [96850], and
(Address of Financial Institution)

Whereas I, Todd Alan of the Duell Family, being a duly authorized
representative of the United States government as a warranted contracting officer, have determined
that retention in escrow of the following property is no longer required to ensure further performance
of the said Government contract or satisfaction of claims arising therefrom:

United States District Court for the District of Hawaii, Att: Clerk of the Court; - CUSIP - See GSA FORMS;
SF 24, SF 25, SF 25A, SF 1418, SF 273, SF 274, SF 275, OF 91.

and

Whereas the surety remains liable to the United States Government for the continued performance of
the said Government contract and satisfaction of claims pertaining thereto.

Now, therefore, this agreement witnesseth that the Government hereby releases from escrow the
property listed above, and directs the custodian of the aforementioned escrow account to deliver the
listed property to the surety. If the listed property comprises the whole of the property placed in
escrow in the aforementioned escrow account, the Government further directs the custodian to close
the account and to return all property therein to the surety, along with any interest accruing which
remains after the deduction of any fees lawfully owed to

United States District Court for the District of Hawaii, Att: Clerk of
the Court
(Name of Financial Institution)

[Date]

[Signature]

Seal

2023 Form 1040-VDepartment of the Treasury
Internal Revenue Service**What Is Form 1040-V?**

It's a statement you send with your check or money order for any balance due on the "Amount you owe" line of your 2023 Form 1040, 1040-SR, or 1040-NR.

Consider Making Your Tax Payment Electronically—It's Easy

You can make electronic payments online, by phone, or from a mobile device. Paying electronically is safe and secure. When you schedule your payment, you will receive immediate confirmation from the IRS. Go to www.irs.gov/Payments to see all your electronic payment options.

How To Fill in Form 1040-V

Line 1. Enter your social security number (SSN).

If you are filing a joint return, enter the SSN shown first on your return.

Line 2. If you are filing a joint return, enter the SSN shown second on your return.

Line 3. Enter the amount you are paying by check or money order. If paying online at www.irs.gov/Payments, don't complete this form.

Line 4. Enter your name(s) and address exactly as shown on your return. Please print clearly.

How To Prepare Your Payment

- Make your check or money order payable to "**United States Treasury**." Don't send cash. If you want to pay in cash, in person, see *Pay by cash*, later.
- Make sure your name and address appear on your check or money order.
- Enter your daytime phone number and your SSN on your check or money order. If you have an Individual Taxpayer Identification Number (ITIN), enter it wherever your SSN is requested. If you are filing a joint return, enter the SSN shown first on your return. Also, enter "2023 Form 1040," "2023 Form 1040-SR," or "2023 Form 1040-NR," whichever is appropriate.
- To help us process your payment, enter the amount on the right side of your check like this: \$ XXX.XX. Don't use dashes or lines (for example, don't enter "\$ XXX—" or "\$ XXX ^{xx}/₁₀₀").

Notice to taxpayers presenting checks. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

No checks of \$100 million or more accepted. The IRS can't accept a single check (including a cashier's check) for amounts of \$100,000,000 (\$100 million) or more. If you are sending \$100 million or more by check, you will need to spread the payments over two or more checks, with each check made out for an amount less than \$100 million.

Pay by cash. This is an in-person payment option for individuals provided through retail partners with a maximum of \$1,000 per day per transaction. To make a cash payment, you must first be registered online at www.acipayonline.com, our official payment provider. Click on "Federal IRS payments" to make your payment.

How To Send in Your 2023 Tax Return, Payment, and Form 1040-V

- Don't staple or otherwise attach your payment or Form 1040-V to your return or to each other. Instead, just put them loose in the envelope.
- Mail your 2023 tax return, payment, and Form 1040-V to the address shown on the back that applies to you.

How To Pay Electronically**Pay Online**

Paying online is convenient, secure, and helps make sure we get your payments on time. You can pay using either of the following electronic payment methods. To pay your taxes online or for more information, go to www.irs.gov/Payments.

IRS Direct Pay

Pay your taxes directly from your checking or savings account at no cost to you. You receive instant confirmation that your payment has been made, and you can schedule your payment up to 30 days in advance.

Debit or Credit Card

The IRS doesn't charge a fee for this service; the card processors do. The authorized card processors and their phone numbers are all online at www.irs.gov/Payments.

Cat. No. 20975C

Form **1040-V** (2023)

Separate here and mail with your payment and return.

Form **1040-V**Department of the Treasury
Internal Revenue Service**Payment Voucher**

Do not staple or attach this voucher to your payment or return.
Go to www.irs.gov/Payments for payment options and information.

OMB No. 1545-0074

2023

Print or type	1 Your social security number (SSN) (If a joint return, SSN shown first on your return)		2 If a joint return, SSN shown second on your return		3 Amount you are paying by check or money order. Make your check or money order payable to "United States Treasury"	
	560080046					
	4 Your first name and middle initial TODD ALAN			Last name DUELL		
	If a joint return, spouse's first name and middle initial			Last name		
	Home address (number and street) 68-151 Au St #212		Apt. no.	City, town, or post office. If you have a foreign address, also complete spaces below. Wailua		State HI
Foreign country name			Foreign province/state/county			Foreign postal code

For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see your tax return instructions.

Cat. No. 20975C

04/07/2023

FROM:

TODD ALAN DUELL ESTATE/TRUST®™

Executor Office

Todd-Alan:Duell, living man

On the county at Large, san diego

Non-Domestic

4140 Oceanside Blvd., Suite 159, Unit #414

Oceanside, California [92056]

TO:

SAN DIEGO COUNTY CORRECTIONS DEPARTMENT

Att: Agent Rodriquez

c/o 1301 Simpson Way

Escondido, CA 92029

RE: Parole Status Correction, via Personal Hand Delivery

**NOTICE TO AGENT IS NOTICE TO PRINCIPAL
NOTICE TO PRINCIPAL IS NOTICE TO AGENT**

**ACTUAL AND CONSTRUCTIVE LEGAL NOTICE
UCC §§ 1-201(25)(26)(27)**

**PRESENTED IN GOOD FAITH
UCC § 1-201(20), § 1-202**

Dear Agent Rodriquez, et. al.

As per our previous conversation, it appears that your agency has not been informed as to the facts in my alleged case. It is public disclosure and a fact in both law and equity that I am the registered Principal and Owner, Secured Party Creditor [UCC § 9-105], and Holder-In-Due-Course [UCC § 3-302(a)(2), UCC §5-102(6)], who holds both legal and equity title in relation to my estate, TODD ALAN DUELL. Therein, the BAR association, any Court, any government agency or quasi-government agency, or affiliation therein, believes that you have or control legal title to my estate, then please produce proof of that assertion in writing. Pursuant to Title 5 USC § 556(d), "... the proponent of a rule or order has the burden of proof." To assert otherwise is akin to trespassing and restraint of trade, while operating under color of law. See Title 15 USC §§ 1, 2; Trusts, etc. in restraint of trade illegal (penalty); and Monopolizing trade a felony (penalty).

The CUSIP's for the bonds in my alleged case were pulled and the bonds were cancelled by the US Treasury Department for fraud, thus effectively restoring my rights. The bond information are as follows:

TODD DUELL (CC 56-2016-00479200-CU-PT-VTA)

Fidelity Advisor Asset Manager 30%

Symbol: FTTNX

CUSIP: 316069699 Inception Date: 10/9/2007
Net Assets: \$1,529,000.00 as of 11/30/2018
Portfolio Assets: \$1,529,000.00 as of 11/30/2018

TODD DUELL (CC 56-2018-024607)
Fidelity Global Bond Fund
Symbol: FGBFX
CUSIP: 31638R881
Inception Date: 5/21/2012
Net Assets: \$39,533,000.00 as of 11/30/2018
Portfolio Assets: \$39,533,000.00 as of 11/30/2018

The tort claims have been filed in the court, naming the tort feasons for acting as trustees de son tort in restraint of trade, embezzlement, and tax evasion. Their re-insurance and surety bonds are now in jeopardy by the notice of default served upon them. For your reference, every agent involved is liable under Trezevant v. City of Tampa, 741 F.2D 336, 341 (11th Cir 1984) (holding that \$25,000.00 for every 23 minutes of unlawful incarceration was appropriate; \$1,565,217.39/day). If you wanted to investigate this further I might recommend that you review Private Law 114-31, 2016 for the Rideout and Stark Families, who received this award and were provided settlement by the United States Arbitrator for over \$800 Billion Dollars. We intend to take this issue to the Hague for the remedy if necessary.

I would highly recommend to your agency that you do not partake in alleging or asserting control over my estate or by conspiring to aid and abet the Prosecutor, Clerk of Court, Judge, or any other agency to open any additional statute staple Miller Act Bonds in my name and numbers, nor to infringe upon my rights. My minor account has been locked and is under my control. The Agency has been terminated under the merger rule for cause.

If you do not understand, please seek competent legal counsel in the nature of 31 CFR § 363.6 for the minor and minor account.

Govern yourselves accordingly.

Sincerely,

Todd-Alan:Duell, living man,
Without Prejudice, Without Recourse
Secured Party Creditor, Holder-In-Due-Course
Internationally Protected Person (18 USC § 112, PL 94-467, PL 92-539) for
TODD ALAN DUELL ESTATE/TRUST©™
CO SOS UCC-1 #20212179883
USPTO Service Mark Reg. No. 5,264,110, Serial No. 87-240,613, since 12/01/1969.

06/06/2023

FROM:
TODD ALAN DUELL ESTATE/TRUST©™
Executor Office
Todd-Alan:Duell, Trustee
On the county at Large, san diego
Non-Domestic
4140 Oceanside Blvd., Suite 159, Unit #414
Oceanside, California [92056]

TO:
SAN DIEGO COUNTY CORRECTIONS DEPARTMENT
Att: Agent Rodriquez
c/o 1301 Simpson Way
Escondido, CA 92029

RE: Parole Status Correction, via Personal Hand Delivery

**NOTICE TO AGENT IS NOTICE TO PRINCIPAL
NOTICE TO PRINCIPAL IS NOTICE TO AGENT**

APPLICABLE TO ALL SUCCESSORS AND ASSIGNS

**ACTUAL AND CONSTRUCTIVE LEGAL NOTICE
UCC §§ 1-201(25)(26)(27)**

**PRESENTED IN GOOD FAITH
UCC § 1-201(20), § 1-202**

Dear Agent Rodriquez, et. al.

I should make you aware of situation whereby I have been threatened by a third party interloper who has no status and no standing and has knowingly placed their Trustee in default and dishonor and has been estopped in the commercial realm from making any claims to the contrary. Said bad actors and debtors are in violation of 15 USC § 1692g and e(2A) "the false representation of the character, amount, or legal status of any debt". I have met with the FBI and reported the bad actors for criminal investigation of embezzlement, tax evasion, and restraint of trade under 15 USC §§ 1, 2. Two of the Trustees and Holders have warrants for their arrest for being in contempt of court by refusing to appear in court under an order to show cause.

TAKE NOTICE: I have provided you with three (3) documents so you can see why they may be upset and attempt to contact you and make false and misleading claims. Remember, I am operating in a fiduciary capacity in these legal relations and cannot lie. They got caught lying and embezzling money and have to pay the US Treasury Department a little over \$2 M plus taxes, fines, and penalties and have to turn over the Deed as the remedy in equity.

To answer your previous question in terms of why I can't hire an attorney to do this; 1) That would be traversing under the Ashwander Doctrine as I am SPC/HDC. It would admit that I am operating in Agency with the USAG under 50 USC § 4312 as my common law trustee, whereby I have no right to a remedy because it's an admission of being a debtor with no rights as a creditor. 2) No BAR attorney is allowed to expose the off-balance sheet liability-side of the Bank's accounting, which is supposed to be applied as an offset. Only a creditor can make that request for a recoupment to setoff/offset the accounting. I am the creditor on the liability side of the accounting.

As a reminder, the UK equity court Judge canceled the court bonds [56 times] that they opened by fraud by accessing my minor account 31 CFR § 363.6 and falsely representing that they were the Trustees [Trust Indenture Act 1939] and Custodian's of my account under 50 USC § 4312 – claiming they were legal title owners of my estate property. I am SPC/HDC and the registered Custodian of that account. Janet Yellen was called by the UK equity court Judge and instructed that she was going to be hauled into the Hague and charged with criminal international securities fraud if she allowed them to create or re-issue any more bonds against my estate. What does this mean? With no bonds, the court has no subject matter jurisdiction and is knowingly, intentionally, and willfully falsely proceeding as if they do, in violation of international admiralty/maritime jurisdiction. They have been served with notice of the tort, so they are aware of what they are doing was and is highly illegal.

Since 2016 I have issued five (5) sets of bonds, with their CUSIP's, to the court to adjust the accounting, setoff, and discharge the liabilities in accordance with 31 CFR §§ 225.7, 203, 363.6 and 28 USC § 2041-2045. The total amount of the bonds is close to \$1 B. The Clerk of the Court accepted the bonds as payment, **28 USC § 2044 "Payment of Fine with Bond Money"**, and did not dishonor them [refuse tender] as they know UCC §3-603, discharge would apply. I am tracking the CUSIP's for the bonds – they are in circulation. What does this mean? The Clerk/Presiding Judge entered the bonds onto the public accounts receivable side of the accounting records, and made the offsetting entry into the private liability side of the accounting records. Then transferred the bonds to the CRIS system's REMIC and embezzled the money by not applying the offset. They violated IRS accrual accounting requirements under Publication 1212, 938, and 550. They are not only required to do the accounting offset, but are required by law to provide me with the 1099 OID. I believe they intended to file the 1099 A and embezzle the funds as if I abandoned it. Under 28 USC § 2045 they are required by law to settle the claims of the creditors and pay the taxes on the bonds. Since I have the CUSIP's I will soon be filing the 1099 OID and 1099 A against the court as is my right as the actual owner, creditor, and source of the funds for the bonds. What does this mean? The Court has been paid. It is up to them to adjudicate the claims. I have paid all restitution in full. You should be inquiring with the court in terms of; if all the original court bonds have been cancelled, new bonds have been issued for payment, and the court has no subject matter jurisdiction, what authority do they have to continue to hold me?

Now don't get me wrong, I honestly don't mind the court refusing to follow the law and embezzle all the funds. It literally just makes the tort claim that much larger. While I'm on parole the tort is \$1.5 M per day in accordance with Trezevant v City of Tampa (See Private Law 114-31 (2016) for reference). Since 2016, it is roughly calculated at \$5.141 B. Then when you factor in 15 USC §§ 1, 2; it's \$200,000,000.00 per bond [56], per corporation, which is roughly calculated at \$22.4 B. Then when you factor in \$1,000,000.00 per agent that touched the case or interfaced with me in any way, it's somewhere in the range of an additional \$200,000,000.00. All the calculations are in the tort claim. That money of course will be paid from everyone's **re-insurance** policy or I have the option to sell the tort to the UK bond market. They pay approximately 38%. They then collect from the United States and the Agents. I have several brokers ready to buy that work in the prisoner debt bond business. Yes, there is a case right now

in the US Supreme Court for exactly this issue and the UK is laughing because they know if SCOTUS and the US Arbitrator refuse to settle and it goes to the Court of International Trade in NY they make even more money on the bonds because the tort doubles in value. Hint: this isn't a new or novel legal issue. This has been happening for over 60 years – again, see Private Law 114-31 (2016), which was the current largest payout at \$4.8 Trillion dollars.

So remember, what's at stake here when you say the court hasn't given you any instructions... they don't care if they throw you under the bus as the Judge gets a pass and everyone else's bond takes the hit and everyone gets fired because they are no longer bondable. The judges are literally paid \$4,500 to deny all tort petitions to slow down the claim as they know the UK will just issue a new bond, re-insurance will pay and collect from everyone's bonds as they don't cover fraud, embezzlement, tax evasion, kidnapping, false imprisonment, or restraint of trade.

In summary, if anyone calls you to complain, please respond with "please govern yourselves accordingly... you are putting my career at risk. If you do not understand please seek competent legal counsel."

Sincerely,

Todd-Alan:Duell, Trustee,
Without Prejudice, Without Recourse
Secured Party Creditor, Holder-In-Due-Course
Internationally Protected Person (18 USC § 112, PL 94-467, PL 92-539)
CO SOS UCC-1 #20212179883
USPTO Service Mark Reg. No. 5,264,110, Serial No. 87-240,613, since 12/01/1969.
dba TODD ALAN DUELL ESTATE/TRUST©™

10/02/2023

FROM

TODD ALAN DUELL ESTATE/TRUSTTM

Todd-Alan:Duell, Trustee

On the county at Large/san diego

c/o 4140 Oceanside Blvd #519, #414

Oceanside, California [92056]

TO

STATE OF CALIFORNIA

Department of Corrections and Rehabilitation

Division of Adult Parole Operations

Escondido, Unit 1

c/o A. Ortega, d/b/a/ Agent, Parole Agent 1

1301 Simpson Way,

Escondido, CA 92029

NOTICE TO AGENT IS NOTICE TO PRINCIPAL

NOTICE TO PRINCIPAL IS NOTICE TO AGENT

APPLICABLE TO ALL SUCCESSORS AND ASSIGNS

ACTUAL AND CONSTRUCTIVE LEGAL NOTICE

UCC §§ 1-201(25) (26) (27)

PRESENTED IN GOOD FAITH

UCC § 1-201(20), § 1-202

IN RE: UPCOMING NOVEMBER 2023 PAROLE HEARING
NON-NEGOTIABLE NOTICE OF RIGHT TO CANCEL ALL BONDS AND AMEND
FILED TORT CLAIM

Greetings,

I hope this actual and constructive legal Notice finds you in good health. As per my promise to provide you with full disclosure during this process I will remind you of the following items:

1. I am the Trustee, Principal Owner, Secured Party Creditor, and Holder In Due Course in relation to the estate also known as TODD ALAN DUELL in the court and your records.
2. I have provided legal Notice documentation via hand delivery to the Agents, which I was informed were placed in your files:
 - a. 04/07/2023 The CUSIP's were provided for the commercial nature of the case.
 - b. 06/-6/2023 Interloper Notice for bad actors at Reed and Smith and deposit of bonds under 28 USC § 2041 to setoff and discharge all liabilities.
 - c. 08/12/2023 Interloper Dismissal for bad actors at Reed and Smith. Penny Mac Loan Services and Fannie Mae are in estoppel, under

administrative process. The Tort claim will be filed in the upcoming months. They have tacitly admitted to fraud.

3. I will remind you that I have already setoff and discharged all the liabilities to the alleged creditors and the court bonds through the UK, US Treasury Department, SEC, and DTCC and their agencies. The court is continuing to hold me against my will in violation of Trezevant v city of Tampa, 741 F2d 366, which held that \$25,000/23 minutes of unlawful detainment was not unreasonable. That equates to roughly \$1.5M/day for the filed tort claim, which will be paid from the State and your re-insurance bonds.
4. I have sent the courts the IRS 1099 OID in the amount of \$174,111,000.00 for my bonds, which are my property.
 - a. CUSIP 316069699 \$1,529,000.00
 - b. CUSIP 31638R881 \$39,533,000.00
 - c. CUSIP 018919514 \$133,049,000.00
5. I will remind you that I have cancelled 59 bonds opened behind my estate Legacy account at 31 CFR § 363.6 for which I am the Federally registered Custodian. I will remind you that there is an International Maritime Lien on the account and all of its assets. Continuing to access my securities without my consent, my signature, a valid security agreement, and full disclosure may be a felony.
6. I will remind your agency that when you file your report with the court/State it may open one or more bonds. I reserve the right to cancel the bonds and amend the tort claim. The tort claim may go directly against the Prosecutor, Clerk of the Court, and the Agent filing the report. Please provide a copy of your surety bond information to me when you file the report.

Tort Claim Case Number: 2023CUFR014148 [Ventura]

Tort Claim Case Number: 37-2023-00040271-CU-FR-CTL [San Diego*]

* Note: San Diego case was dismissed with prejudice for no in rem, no in personam, and no subject matter jurisdiction which is technically the same for the Ventura case as we have challenged jurisdiction in the Tort claim.

The basic Tort claims involve:

- a. 15 USC § 1 "Trusts in restraint of trade, illegal, penalty", and
 - b. 15 USC § 2 "Monopolizing trade a felony, penalty", and
 - c. 18 USC § 371 "Conspiracy to commit offense or defraud United States", and
 - d. Trezevant v City of Tampa; 741 F2d 336; kidnapping and false imprisonment after posting bond, and
 - e. A series of additional Federal crimes.
7. Your Parole report is not valid without this Notice attached to it as actual and constructive legal Notice to the court, State, Agents, etc. for

their liability. Please attach this Notice to the report and provide a full disclosure copy to me for the Tort claim, including any CUSIP's generated by the court or State. Note: If the court/State fails/refuses to provide the CUSIP's I will acquire them and include the cost of the sweep, the CUSIP's, and their cancellation in the Tort claim.

Sincerely,

Todd-Alan:Duell, Trustee,
Secured Party Creditor
Holder-In-Due-Course
Without Prejudice
Without Recourse
Internationally Protected Person (18 USC § 112, PL 94-467, PL 92-539)
d/b/a TODD ALAN DUELL ESTATE/TRUST®
CO SOS UCC-1 #20212179883

TODD DUEL (CC 56-2016-00480224-CU-PO-VTA)

AllianzGI NFJ Dividend ANDAX

Value Fund Symbol:

CUSIP: **018918235**

Inception Date: 5/8/2000

Net Assets: \$1,776,454,000.00 as of
11/30/2018

Portfolio Assets: \$1,776,454,000.00 as of
11/30/2018

A little about the Fund:

AllianzGI NFJ Dividend Value Fund is an open-end fund incorporated in the USA. The Fund seeks long-term growth of capital and income by investing in income-producing common stocks of companies with market capitalizations of more than \$3.5 billion at the time of investment by using a value investing style.

TODD DUEL (CC 56-2016-00479200-CU-PT-VTA)

Fidelity Advisor Asset FTTNX

Manager 30%

Symbol:

CUSIP: **316069699**

Inception Date: 10/9/2007

Net Assets: \$1,529,000.00 as of
11/30/2018

Portfolio Assets: \$1,529,000.00 as of
11/30/2018

little about the Fund:

Fidelity Advisor Asset Manager 30% seeks a high level of current income by allocating its assets among stocks, bonds, short-term instruments and other investments. The fund also considers the potential for capital appreciation. The Fund's comparative indices are Bloomberg Barclays U.S. Aggregate Bond Index and Fidelity Asset Manager 30% Composite Index.

TODD DUEL (CC 56-2018-024607)

Fidelity Global Bond Fund

Symbol: FGBFX
CUSIP: **31638R881**
Inception Date: 5/21/2012
Net Assets: \$39,533,000.00 as of
11/30/2018
Portfolio Assets: \$39,533,000.00 as of
11/30/2018

A little about the Fund:

Fidelity Global Credit Fund is an open-end fund incorporated in the USA. The Fund seeks a high level of current income by investing throughout the world primarily in investment-grade, debt securities of all types.

TODD DUEL (CC 2018-RE-0095)

**AllianzGI Global
Small-Cap Fund**

Symbol: DGSCX
CUSIP: **018919514**
Inception Date: 12/31/1996
Net Assets: \$133,049,000.00 as of
11/30/2018
Portfolio Assets: \$133,049,000.00 as of
11/30/2018

A little about the Fund:

AllianzGI Global Small-Cap Fund is an open-end fund incorporated in the USA. The Fund seeks long-term capital appreciation. The Fund invests in companies with market capitalizations within the range of market capitalizations of companies included in the MSCI World Small-Cap Index.

FROM
TODD ALAN DUELL
c/o Todd Duell, Trustee
68-151 AU ST #212
Waialua, HI [96791]
duellfamiytrust.trustee@gmail.com
808-379-5867

TO
JP MORGAN CHASE BANK
c/o Jeremy Barnum, Chief Financial Officer
Att: Stacey Friedman, Chief Legal Counsel
270 Park Avenue
New York, NY 10017

=====

FAXED TO
866-699-0618

=====

May 13, 2024

RE: **LEGAL NOTICE AND DEMAND**
Bank Transaction Ref: 314743687537776619
TDA Trust #: 56-0080046
Case: COAL-20AP24-456
UCC-1 Lien: Colorado Secretary of State 20212079883

**NOTICE TO AGENT IS NOTICE TO PRINCIPAL
NOTICE TO PRINCIPAL IS NOTICE TO AGENT
APPLICABLE TO ALL SUCCESSORS AND ASSIGNS**

Dear Mr. Barnum,

On May 6, 2024 it appears that your bank allowed a bogus debt collector, CA FTB, to take \$25,829.83 from the above account at CHASE BANK, under color of law, without my knowledge, consent, or legal authority.

COAL-20Apr24-456	Misc. debit	-\$25,829.83
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I'll try to make this as clear as possible. If you have questions, please call me or respond in writing, with your name and signature as a professional courtesy

1. Your bank is a fiscal agent of the U.S. Treasury Department in accord with 12 USC § 266.
2. There are no court ordered judgments authorizing the taking of any money. I cannot find any case in the court PACER system.
3. There are no liens or taxes due on any of the credit reports.
4. I will also remind you that the IRS is well aware that they do **NOT have subject matter jurisdiction over a Secured Party Creditor and Holder In Due Course**. See one of many example(s); US Tax Court Docket 20205-17 BALLARD v. IRS, November, 28 2017. No notice of deficiency was ever served to me to invoke any Court's jurisdiction. See attached copy.
5. If there were any charges against the ESTATE known as TODD ALAN DUELL©, they have been discharged back to the US Treasury Department. **The TDA account is open for setoff and discharge of any alleged liability.**
6. I have not been served with any legal notice of a debt, lien, or court ordered judgement. Therefore, under FDCPA 15 USC § 1692g, e(2A) and FCRA 15 USC § 1681,a,n,o. I will remind you that as of the Kirtz U.S. S.Ct. case February 8, 2024, your fiscal agency (12 USC § 266) has waived sovereign immunity in this legal relation.
7. I, Todd Alan Duell, am the registered Trustee, Principal Owner, Secured Party Creditor, and Holder In Due Course for the ESTATE known as TODD ALAN DUELL©. The agency agreement has been terminated, 5 USC § 551, and I have revoked and revested legal and equitable title in accord with the merger rule. The USAG, under 50 USC § 4312 and 28 USC § 581(a) is NOT authorized to manage the ESTATE/TRUST and is now instructing your agency to engage in a private trespass in restraint of trade, 15 USC § 1, 2, 18 USC § 371, which may also be civil RICO. What does this mean? **There is a UCC-1 LIEN on ALL my property, including bank accounts. The IRS and the CA Secretary of State has accepted legal notice of this commercial fact. It is also public disclosure – see above.**
8. The alleged entity some government agency erroneously attached to me appears to be the DMV in New York? I have never lived in New York. Therefore, clearly this is either a mistake or identity theft outside of my control.
9. Upon your full disclosure of all evidence of any alleged liability that is due, I conditionally accept your presentment to setoff and discharge all valid liabilities. At such time you shall return the Federal Reserve notes taken from the account.
10. I require that you produce the CUSIP for all alleged liens or court cases and any 1099 A and/or MoneyNet Daily Transfer Log 120 reports.

11. I require that you respond with your IRS W-9, so I can report this transaction to the IRS. See attached. Malia Cohen, Chair of the FTB and State Controller should have the required information.
12. Therefore, you have **30 DAYS** to perform and return the money to the bank account before I seek legal criminal and civil action in both law and equity.
13. I have reported this incident to the Honolulu Police Department and the FBI for Class A felony charges of computer fraud and Title 18 wire fraud. It may take up to two weeks to receive the report. You may contact Deputy Fontes, Badge ID#: 2087, Report # 24-172134.

Sincerely,

By: /s/ Todd Alan Duell

Trustee

Principal Owner

Secured Party Creditor

Holder In Due Course

Without Prejudice

Without Recourse

CO UCC-1: 20212079883

dba TODD ALAN DUELL©

FROM
TODD ALAN DUELL
c/o Todd Duell, Trustee
68-151 AU ST #212
Waialua, HI [96791]
duellfamiytrust.trustee@gmail.com
808-379-5867

TO
CALIFORNIA FRANCHISE TAX BOARD
c/o Selvi Stanislaus, Chief Executive Officer
Att: Jozel Brunett, Chief Legal Counsel
PO Box 115
MS-A390
Rancho Cordova, CA
95741-0115

=====
USPS CERTIFIED MAIL
9589 0710 5270 0947 0429 31
=====

TO
JP MORGAN CHASE BANK
c/o Jeremy Barnum, Chief Financial Officer
Att: Stacey Friedman, Chief Legal Counsel
270 Park Avenue
New York, NY 10017

=====
FAXED TO
866-699-0618
=====

June 14, 2024

RE: **NOTICE OF DEFAULT**

Bank Transaction Ref: 314743687537776619

TDA Trust #: 56-0080046

UCC-1 Lien: Colorado Secretary of State 20212079883

**NOTICE TO AGENT IS NOTICE TO PRINCIPAL
NOTICE TO PRINCIPAL IS NOTICE TO AGENT
APPLICABLE TO ALL SUCCESSORS AND ASSIGNS**

AFFIDAVIT OF NEGATIVE AVERMENT

I, Todd Alan Duell, Affiant, hereby declare under penalty of perjury under the laws of the United States of America that the following is true and correct and not misleading and expressly without the United States in accord with 28 USC § 3002(A) and UCC § 9-307(h).

1. It does not appear that the respondents do not admit, acknowledge, and stipulate that they received actual and constructive legal notice by USPS Certified Mail Restricted Delivery and by fax and did not respond and are therefore in **DEFAULT**.
2. It does not appear that the respondents do not admit, acknowledge, and stipulate that Todd Alan Duell is the Trustee, Secured Party Creditor, Holder In Due Course, and Principal owner holding both legal and equitable title for the entire Estate TODD ALAN DUELL©.
3. It does not appear that the respondents do not admit, acknowledge, and stipulate that Todd Alan Duell revoked and revested legal and equitable title under the merger rule for the entire Estate TODD ALAN DUELL© away from the common-law Trustee (50 USC § 4312).
4. It does not appear that the respondents do not admit, acknowledge, and stipulate that the TDA account is open for unlimited setoff and discharge of all liabilities. That Todd Alan Duell may send a GSA bond for discharge to respondents in accord with 12 USC § 266, 48 CFR Ch. 1 § 53.228, and 26 USC § 6325 to setoff, settle, and discharge any alleged liabilities and issuance of a refund of the Federal Reserve Notes, which were taken illegally. That upon receipt of the bonds in accord with 27 CFR § 72.11 "commercial crimes defined", you admit, acknowledge, and stipulate to UCC § 3-307, UCC § 3-601 et. seq., and UCC §§ 3-305, 306. **Debt is settled and discharged. That a refund is due.**
5. It does not appear that the respondents do not admit, acknowledge, and stipulate that Todd Alan Duell as the Secured Party Creditor is required to be paid before respondents can be paid in accord with the rules of the Uniform Commercial Code for UCC-1 liens.
6. It does not appear that the respondents do not admit, acknowledge, and stipulate that respondents stepped in front of Secured Party's and Holder In Due Course's UCC-1 lien on the entire Estate of TODD ALAN DUELL, which may be wire fraud in violation of 18 USC § 1343.
7. It does not appear that the respondents do not admit, acknowledge, and stipulate that Todd Alan Duell never received any legal notice from respondents. That there are no court orders issuing default/summary judgments or liens. Absolutely no notice of deficiency was ever served to Todd Alan Duell. There are no court cases in PACER against TODD ALAN DUELL, or any named derivatives, for this issue at bar.
8. It does not appear that the respondents do not admit, acknowledge, and stipulate that the alleged debt owed appears to be linked to a fraudulent address at 11 Broadway in New York.

That Todd Alan Duell has never lived in New York and has no association with said address or said person that filed any bogus or frivolous tax filings.

9. It does not appear that the respondents do not admit, acknowledge, and stipulate that Todd Alan Duell has fraud dating back to 2016 reported to the credit bureaus and at the San Diego County Sheriff's Department. That Todd Alan Duell supplied respondents with a copy of the fraud report from the Honolulu Police Department and the FBI declaring the alleged tax filing to be based on fraud and identity theft. That Todd Alan Duell and the DUELL FAMILY TRUST have Ex Relatione criminal complaints lodged with the Oceanside Police Department, San Diego Court District Attorney, Superior Court of Southern California, and the IRS, FBI, and the U.S. Attorney, against WENDY MICHELLE BAXTER, a former employee of JP MORGAN CHASE BANK for both State and Federal charges of property crimes, tax evasion, embezzlement, bank and wire fraud, identity theft, etc. I believe that WENDY MICHELLE BAXTER may be the responsible party behind this tax fraud.
10. It does not appear that the respondents do not admit, acknowledge, and stipulate that there was no valid court order issued in favor of the respondents.
11. It does not appear that the respondents do not admit, acknowledge, and stipulate that there are no tax liens reported on my credit reports.
12. It does not appear that the respondents do not admit, acknowledge, and stipulate that I have full commercial authority to issue a GSA bond in accord with 12 USC § 266, 31 USC § 5312(a)(2)(C), 48 CFR Ch. 1 § 53.228 to discharge any alleged lien or judgment in accord with 26 USC § 6325, or respondents may be in violation of 18 USC §§ 472, 475, 18 USC § 2073 and SEC Rule 10b-5. Todd Alan Duell is the Secured Party Creditor and Holder In Due Course.
13. It does not appear that the respondents do not admit, acknowledge, and stipulate that respondents failed and refused to respond to validating and verifying the actual payor of the debt in accord with FDCPA, FCRA and Kirtz (U.S. S.Ct. February 8, 2024). That the debt is prepaid without recourse for full acquittance and discharge in accord with 40 Stat. 411 § 7e, 50 USC § 4312, and 31 USC § 5118(d)(1,2) and the bond deposited with the U.S. Treasury TDA account bearing EIN 56-0080046. Respondents failed to join the indispensable parties (Trustees of the Public Cestui Que Vie Trust). See also CA Secretary of State in accord with contract number **104-69-312626**.
14. It does not appear that the respondents do not admit, acknowledge, and stipulate that respondents failed and refused to produce the CUSIP report for the bond/lien, which may be a violation of 18 USC §§ 472, 475, 18 USC § 2073, and SEC Rule 10b-5.
15. It does not appear that the respondents do not admit, acknowledge, and stipulate that respondents failed and refused to provide their IRS W-9 and may be committing tax evasion in violation of 18 USC § 371 and 26 USC § 7201.

16. It does not appear that the respondents do not admit, acknowledge, and stipulate that respondents have **7 DAYS** to perform and return the money to the bank account before Secured Party Creditor is authorized to seek legal action in both law, equity, and admiralty by seeking an **ENTRY OF DEFAULT** in court and arrest and attach your property in rem. Secured Party Creditor has standing and appears to have been damaged in equity and you have notice and knowledge of the reported fraud and are obligated to pay and perform.

Dated June 14, 2024

By: /s/ Todd Alan Duell

Trustee

Principal Owner

Secured Party Creditor

Holder In Due Course

Internationally Protected Person

PL 94-467, PL 92-539

Without Prejudice

Without Recourse

CO UCC-1: 20212079883

dba TODD ALAN DUELL©

June 28, 2024

TODD ALAN DUELL
c/o Todd Duell, Trustee
68-151 Au St #212
Waialua, Hawaii [96791]
duellfamilytrust.trustee@gmail.com
808-379-5867

CDCR
c/o Jeff Comber, Secretary
1515 S St
Sacramento, CA 95811

=====
CERTIFIED MAIL RESTRICTED DELIVERY
9589 0710 5270 0947 0432 97
=====

AFFIDAVIT OF NEGATIVE AVERMENT

Dear Mr. Comber,

It appears that your agency is being used as a debt collector by and through the California Tax Franchise Board. Your parole officers in Escondido, San Diego County, CA were given a copy of the tort claim and the discharge bonds lodged in the 27 CFR § 72.11 “commercial crimes” case in Ventura in August 2021 as legal notice. **THE ALLEGED TAX DEBT IS DISCHARGED.** I currently have a tort claim lodged in Ventura in excess of \$3.8 Billion dollars against the Clerk of the Court, 2 Judges, the Prosecutor, and 2 District Attorneys for violating 28 USC § 7701(a)(26), 18 USC §§ 1, 2, 28 USC 1331; 48 CFR Ch. 1 § 53.228. This means your agency was knowingly, intentionally, and willfully engaged in kidnapping and false imprisonment in violation of Trezevant v Tampa, 741 F.2d 336, with remedy calculated by statute at \$25,000/23 minutes. I will remind you that I have the J&C file, which nobody signed for the commercial liability.

I will remind you that I am the Trustee, Secured Party Creditor, Holder In Due Course, and Principal Owner for the entire Cestui Que Vie Estate TODD ALAN DUELL. The agency agreement was terminated (5 USC § 551). I also revoked and revested legal and equitable title away from the common-law Trustee (50 USC § 4312). You do not have jurisdiction over me or my Estate TODD ALAN DUELL.

As a courtesy I will inform you that I am re-opening the “criminal” case and holding a Title 48 hearing. At the hearing everyone will be assigned formally as a Trustee and their bonds will be arrested and attached in admiralty/maritime jurisdiction to enforce the discharge and tort claim.

As a Secured Party Creditor, I have a UCC-1 lien on ALL MY PROPERTY. See CO SOC **UCC-1: 20212079883**, which is PUBLIC disclosure, including the Legal Notice and Demand. See also 18 USC § 3571 for the statutorily calculated damages for your agency stepping through my lien, which is calculated as a felony at **\$250,000.00** per charge.

You recently used the CA FTB to step through my UCC-1 lien and extract over \$25,000 from a JP MORGAN CHASE BANK account. That was illegal and I have action to sue your agency for violating my lien and acting under "color of law." Since you had notice and knowledge, by and through the courts and your parole agents, your agency has liability.

I currently have the CA FTB in **DEFAULT**. They failed and refused to answer my Affidavit of Negative Averment, which is now evidence for the court action.

Since it appears that your agency is also responsible for this issue, I will afford you **7 DAYS TO CURE** and return the funds that your agency ordered to be taken in front of my UCC-1 lien. If I do not hear from you, I will assume you are also in **DEFAULT** and admit, acknowledge, and stipulate by nihil dicit that I may add you as a named party to the tort claim and assign you as a Trustee at the next hearing to force the discharge. I have already reserved all rights to amend the tort claim lodged in the court.

Enclosed is an IRS Form 56, which I require you to sign and send back to me, as it appears that you still believe you are managing my Estate as a Trustee. This is merely a formality as you are already a Trustee. Please also include your Oath of Office and your bonding information in accord with 5 USC § 3331~3333 and 15 USC.

Also included is an IRS W-9 for you to fill out send back to me. I reserve all rights to file 3949a and 211 with the IRS if you do not supply your agency's W-9.

I look forward to your timely response and resolution of this matter.

Todd Duell,
Trustee
Secured Party Creditor
Holder In Due Course
Internationally Protected Person PL 94-467, PL 92-539
Without Prejudice
Without Recourse
CO SOS UCC-1: 20212079883
Principal Owner dba TODD ALAN DUELL©

FROM
TODD ALAN DUELL
c/o Todd Duell, Trustee
68-151 AU ST #212
Waialua, HI [96791]
duellfamiytrust.trustee@gmail.com
808-379-5867

TO
JP MORGAN CHASE BANK
c/o Jeremy Barnum, Chief Financial Officer
Att: Stacey Friedman, Chief Legal Counsel
270 Park Avenue
New York, NY 10017

=====

FAXED TO
866-699-0618
UPLOAD TO:
CHASE CLIENT PORTAL 9/14/2024
=====

CALIFORNIA FRANCHISE TAX BOARD
c/o Selvi Stanislaus, Chief Executive Officer
Att: Jozel Brunett, Chief Legal Counsel
PO Box 115
MS-A390
Rancho Cordova, CA
95741-0115

=====

USPS CERTIFIED MAIL RESTRICTED DELIVERY
7022 3330 0000 4580 0559
=====

September 14, 2024

RE: **ADMINISTRATIVE NEGATIVE AVERMENT**
Bank Transaction Ref: TBD
TDA Trust #: 56-0080046
Case: COAL-20AP24-456
**UCC-1 Lien: Colorado Secretary of State 20212079883,
20242083945**

**NOTICE TO AGENT IS NOTICE TO PRINCIPAL
NOTICE TO PRINCIPAL IS NOTICE TO AGENT
APPLICABLE TO ALL SUCCESSORS AND ASSIGNS**

Dear Mr. Barnum and Ms. Stanislaus,

On May 13, 2024 both Mr. Barbum, CFO JP MORGAN CHASE BANK and Selvi Stanislaus, CEO CA FTB received actual and constructive legal notice of my UCC-1 lien on the account property. It appears that you allowed CA FTB to take an additional \$127,484.32 on September 12, 2024, **in front of my UCC-1 lien**, after the alleged debt was discharged in accord with 48 CFR Ch. 1 § 53.228 and the CSIG Treaty. CA FTB is actively engaged in restraint of trade by and through the Clerk of the Court in violation of 15 USC § 1, 2, and securities fraud in violation of 18 USC § 472, 475, 18 USC § 2073 and SEC Rule 10b-5 against my minor account securities at 31 CFR § 363.6. Your actions now constitute evidence of **RICO** and **WIRE FRAUD**. I am reserving all rights to file criminal charges in U.S. District Court. You have exactly **24 HOURS** to stop the hold and transfer and return ALL the funds to my account taken by CA FTB and order the Clerk (Brenda L McCormick) to discharge the bonds in accord with 28 USC § 2041. I have standing and action to sue in law and equity. You have damaged me.

TAKE NOTICE OF THE DISCHARGE BONDS: Tort Claim filed in Ventura County Case No: **2023CUFR14148**.

▼ ON HOLD(1)			Total on hold \$127,484.32 ⓘ
Date	Reason	Expires	Amount
Sep 12, 2024	We've received a legal order to hold funds in your account. ⓘ	Sep 26, 2024	\$127,484.32

Sincerely,

By: /s/ Todd Alan Duell

Trustee

Principal Owner

Secured Party Creditor

Holder In Due Course

Without Prejudice

Without Recourse

CO UCC-1: 20212079883

dba TODD ALAN DUELL©



FEDERAL BUREAU OF INVESTIGATION

Victim Information

Name: TODD DUELL
Are you reporting on
behalf of a business? Yes
Business Name: CA FTB
Is the incident
currently impacting
business operations? Yes
Age: 50 - 59
Is the victim aged 17
or under?
Address: 68-151 AU ST
Address (continued):
Suite/Apt./Mail Stop: APT 212
City: Waialua
County: Oahu
Country: United States of America
State: Hawaii
Zip Code/Route: 96791
Phone Number: 8083795967
Email Address: duellfamilytrust.trustee@gmail.com
Business IT POC, if
applicable: TODD DUELL 808-379-5867
Other Business POC,
if applicable:

Financial Transaction(s)

Transaction Type: WireTransfer
If other, please
specify:
Transaction Amount: 25829.83
Transaction Date: 5/6/2024
Was the money sent? Yes

Victim Bank Name: CHASE BANK
Victim Bank Address:
Victim Bank Address
(continued):
Victim Bank
Suite/Mail Stop:
Victim Bank City:
Victim Bank Country:
Victim Bank State:
Victim Bank Zip
Code/Route:

Victim Name on
Account:
Victim Account
Number: TODD DUELL
566165869

Recipient Bank
Name: CA FTB
Recipient Bank
Address:
Recipient Bank
Address (continued):
Recipient Bank
Suite/Mail Stop:
Recipient Bank City:
Recipient Bank
Country: United States of America
Recipient Bank State: California
Recipient Bank Zip
Code/Route:
Recipient Name on
Account:
Recipient Bank
Routing Number:
Recipient Account
Number:
Recipient Bank
SWIFT Code:

Description of Incident

Provide a description of the incident and how you were victimized.
Provide information not captured elsewhere in this complaint form.

FROM
TODD ALAN DUELL
c/o Todd Duell, Trustee
68-151 AU ST #212
Waialua, HI [96791]
duellfamilytrust.trustee@gmail.com
808-379-5867

TO
JP MORGAN CHASE BANK
c/o Jeremy Barnum, Chief Financial Officer
Att: Stacey Friedman, Chief Legal Counsel
MS-A390
Rancho Cordova, CA
95741-0115

=====

FAXED TO
866-699-0618

=====

TO
CALIFORNIA FRANCHISE TAX BOARD
c/o Selvi Stanislaus, Chief Executive Officer
Att: Jozel Brunett, Chief Legal Counsel
MS-A390
Rancho Cordova, CA
95741-0115

=====

USPS CERTIFIED MAIL
9589 0710 5270 0947 0428 25

=====

May 13, 2024

RE: LEGAL NOTICE AND DEMAND
Bank Transaction Ref: 314743687537776619
TDA Trust #: 56-0080046
Case: COAL-20AP24-456
UCC-1 Lien: Colorado Secretary of State 20212079883

NOTICE TO AGENT IS NOTICE TO PRINCIPAL
NOTICE TO PRINCIPAL IS NOTICE TO AGENT
APPLICABLE TO ALL SUCCESSORS AND ASSIGNS

Dear Mr. Barnum,

On May 6, 2024 it appears that your bank allowed a bogus debt collector, CA FTB, to take \$25,829.83 from the above account at CHASE BANK, under color of law, without my knowledge, consent, or legal authority.

I'll try to make this as clear as possible. If you have questions, please call me or respond in writing, with your name and signature as a professional courtesy

1. Your bank is a fiscal agent of the U.S. Treasury Department in accord with 12 USC § 266.
2. There are no court ordered judgments authorizing the taking of any money. I cannot find any case in the court PACER system.
3. There are no liens or taxes due on any of the credit reports.
4. I will also remind you that the IRS is well aware that they do NOT have subject matter jurisdiction over a Secured Party Creditor and Holder In Due Course. See one of many example(s); US Tax Court Docket 20205-17 BALLARD v. IRS, November, 28 2017. No notice of deficiency was ever served to me to invoke any Court's jurisdiction. See attached copy.
5. If there were any charges against the ESTATE known as TODD

ALAN DUELL©, they have been discharged back to the US Treasury Department. The TDA account is open for setoff and discharge of any alleged liability.

6. I have not been served with any legal notice of a debt, lien, or court ordered judgement. Therefore, under FDCPA 15 USC § 1692g, e(2A) and FCRA 15 USC § 1681,a,n,o. I will remind you that as of the Kirtz U.S. S.Ct. case February 8, 2024, your fiscal agency (12 USC § 266) has waived sovereign immunity in this legal relation.

7. I, Todd Alan Duell, am the registered Trustee, Principal Owner, Secured Party Creditor, and Holder In Due Course for the ESTATE known as TODD ALAN DUELL©. The agency agreement has been terminated, 5 USC § 551, and I have revoked and revested legal and equitable title in accord with the merger rule. The USAG, under 50 USC § 4312 and 28 USC § 581(a) is NOT authorized to manage the ESTATE/TRUST and is now instructing your agency to engage in a private trespass in restraint of trade, 15 USC § 1, 2, 18 USC § 371, which may also be civil RICO. What does this mean? There is a UCC-1 LIEN on ALL my property, including bank accounts. The IRS and the CA Secretary of State has accepted legal notice of this commercial fact. It is also public disclosure – see above.

8. The alleged entity some government agency erroneously attached to me appears to be the DMV in New York? I have never lived in New York. Therefore, clearly this is either a mistake or identity theft outside of my control.

9. Upon your full disclosure of all evidence of any alleged liability that is due, I conditionally accept your presentment to setoff and discharge all valid liabilities. At such time you shall return the Federal Reserve notes taken from the account.

10. I require that you produce the CUSIP for all alleged liens or court cases and any 1099 A and/or MoneyNet Daily Transfer Log 120 reports.

11. I require that you respond with your IRS W-9, so I can report this transaction to the IRS. See attached. Malia Cohen, Chair of the FTB and State Controller should have the required information.

12. Therefore, you have 30 DAYS to perform and return the money to the bank account before I seek legal criminal and civil action in both law and equity.

13. I have reported this incident to the Honolulu Police Department and the FBI for Class A felony charges of computer fraud and Title 18 wire fraud. It may take up to two weeks to receive the report. You may contact Deputy Fontes, Badge ID#: 2087, Report # 24-172134.

Sincerely,

By: /s/ Todd Alan Duell

Trustee
Principal Owner
Secured Party Creditor
Holder In Due Course
Without Prejudice
Without Recourse
CO UCC-1: 20212079883
dba TODD ALAN DUELL©

Information About The Subject(s) Who Victimized You

Name:
Business Name: CA FTB
Address:
Address (continued):
Suite/Apt./Mail Stop:
City:
Country: United States of America
State: California
Zip Code/Route:
Phone Number:
Email Address:
Website:
IP Address:

Other Information

If an email was used in this incident, please provide a copy of the entire email including full email headers.

[No response provided]

Are there any other witnesses or victims to this incident?

If you contact me I can fax or email a complete copy of all the records.

duellfamilytrust.trustee@gmail.com
808-379-5867

If you have reported this incident to other law enforcement or government agencies, please provide the name, phone number, email, date reported, report number, etc.

Once I have the HPD report, I will forward it to the FBI, the DA, and the US Attorney General for prosecution.

Check here if this an update to a previously filed complaint: ☐

Who Filed the Complaint

Were you the victim in the incident described above? Yes

Name:

Business Name:

Phone Number:

Email Address:

Digital Signature

By digitally signing this document, I affirm that the information I provided is true and accurate to the best of my knowledge. I understand that providing false information could make me subject to fine, imprisonment, or both. (Title 18, U.S.Code, Section 1001)

Digital Signature: Todd Duell, Trustee UCC 1-308,
3-0415

FROM
TODD ALAN DUELL
c/o Todd Duell, Trustee
68-151 AU ST #212
Waialua, HI [96791]
duellfamiytrust.trustee@gmail.com
808-379-5867

TO
CALIFORNIA FRANCHISE TAX BOARD
c/o Selvi Stanislaus, Chief Executive Officer
Att: Jozel Brunett, Chief Legal Counsel
MS-A390
Rancho Cordova, CA
95741-0115

=====
USPS CERTIFIED MAIL
9589 0710 5270 0947 0428 25
=====

May 8, 2024

RE: **LEGAL NOTICE AND DEMAND**
Bank Transaction Ref: 314743687537776619
TDA Trust #: 56-0080046
UCC-1 Lien: Colorado Secretary of State 20212079883

**NOTICE TO AGENT IS NOTICE TO PRINCIPAL
NOTICE TO PRINCIPAL IS NOTICE TO AGENT
APPLICABLE TO ALL SUCCESSORS AND ASSIGNS**

Dear Ms. Stanislaus,

On May 6, 2024 it appears that your agency was acting as a debt collector and took \$25,829.83 from the above account at CHASE BANK, under color of law, without my knowledge, consent, or legal authority.

COAL-20Apr24-456

Misc. debit

-\$25,829.83

I'll try to make this as clear as possible. If you have questions, please call me or respond in writing, with your name and signature as a professional courtesy

1. There are no court ordered judgments authorizing the taking of any money.
2. There are no liens or taxes due on any of the credit reports.
3. I will also remind you that the **IRS** is well aware that they do **NOT have subject matter jurisdiction over a Secured Party Creditor and Holder In Due Course**. See one of many example(s); US Tax Court Docket 20205-17 BALLARD v. IRS, November, 28 2017. No notice of deficiency was ever served to me to invoke any Court's jurisdiction. See attached copy.
4. If there were any charges against the ESTATE known as TODD ALAN DUELL©, they have been discharged back to the US Treasury Department. **The TDA account is open for setoff and discharge of any alleged liability.**
5. I have not been served with any legal notice of a debt, lien, or court ordered judgement. Therefore, under FDCPA 15 USC § 1692g, e(2A) and FCRA 15 USC § 1681,a,n,o. I will remind you that as of the Kirtz U.S. S.Ct. case February 8, 2024, your fiscal agency (12 USC § 266) has waived sovereign immunity in this legal relation.
6. I, Todd Alan Duell, am the registered Trustee, Principal Owner, Secured Party Creditor, and Holder In Due Course for the ESTATE known as TODD ALAN DUELL©. The agency agreement has been terminated, 5 USC § 551, and I have revoked and revested legal and equitable title in accord with the merger rule. The USAG, under 50 USC § 4312 and 28 USC § 581(a) is NOT authorized to manage the ESTATE/TRUST and is now instructing your agency to engage in a private trespass in restraint of trade, 15 USC § 1, 2, 18 USC § 371, which may also be civil RICO. What does this mean? **There is a UCC-1 LIEN on ALL my property, including bank accounts. The IRS and the CA Secretary of State has accepted legal notice of this commercial fact. It is also public disclosure – see above.**
7. Upon your full disclosure of all evidence of any alleged liability that is due, I conditionally accept your presentment to setoff and discharge all valid liabilities. At such time you shall return the Federal Reserve notes taken from the account.
8. I require that you produce the CUSIP for all alleged liens or court cases and any 1099 A and/or MoneyNet Daily Transfer Log reports.
9. I require that you respond with your IRS W-9, so I can report this transaction to the IRS. See attached. Malia Cohen, Chair of the FTB and State Controller should have the required information.

10. Therefore, you have **30 DAYS** to perform and return the money to the bank account before I seek legal action in both law and equity.

Sincerely,

By: /s/ Todd Alan Duell

Trustee

Principal Owner

Secured Party Creditor

Holder In Due Course

Without Prejudice

Without Recourse

CO UCC-1: 20212079883

dba TODD ALAN DUELL©

From: support@frontlinepss.com
Subject: Your Citizen Report has been received
Date: May 10, 2024 at 6:42 PM
To: toddduell47@gmail.com



Citizen Report Submission

Dear Resident,

Thank You. Your Citizen Report has been received and is in our review process.

Citizen Report Submit Date : 5/11/2024 **Citizen Report ID:** 28564

Incident Type: ID Theft

Incident Date: 5/6/2024

Incident Time: 08:00 AM

Incident Location: 68-151 AU ST

Incident City: Waialua

Incident State: Hawaii

Incident Zip: 96791

Personal Contact Info:

Name: TODD DUELL

Home Phone: 808-379-5867

Cell Phone:

Email: toddduell47@gmail.com

Incident Involves Vehicle:

Plate:

Make:

Model:

Color:

VIN:

Incident Involves Property:

Property Description: Chase Bank Account:25829.83

:
:
:
:
:

Report Narrative: CA FTB claimed that I live in New York and seized \$25,829.83 from my bank account. There is no legal nc no court case, no notice on my credit reports. I have never lived in New York and have no knowledge of the identity theft agai my estate. I need a certified copy of this report to open the civil case against CA FTB to return the money to my account. I de under penalty of perjury under the laws of the United States of America that the foregoing to true and correct in accord with 2 USC § 1746(1).

Thank You,
Honolulu Police Department

Courtesy of Frontline Public Safety Solutions

Form **3949-A**
(October 2020)

Information Referral

(See instructions on reverse)

OMB Number
1545-1960

Use this form to report suspected tax law violations by a person or a business.

CAUTION: READ THE INSTRUCTIONS BEFORE COMPLETING THIS FORM. There may be other more appropriate forms specific to your complaint.
(For example, if you suspect your identity was stolen, use Form 14039.)**Section A – Information About the Person or Business You Are Reporting**Complete 1, if you are reporting an Individual. Complete 2, if you are reporting a business only. Complete 1 and 2 if you are reporting a business and its owner.
(Leave blank any lines you do not know.)

1a. Name of individual TODD ALAN DUELL [CA: 105-69-312626]		b. Social Security Number/TIN 560-08-0046		c. Date of birth 12/10/1969	
d. Street address 68-151 Au St #212		e. City Waialua		f. State HI <input checked="" type="checkbox"/>	g. ZIP code 96791
h. Occupation		i. Email address duellfamilytrust.trustee@gmail.com			
j. Marital status (check one, if known) <input type="checkbox"/> Married <input type="checkbox"/> Single <input type="checkbox"/> Head of Household <input type="checkbox"/> Divorced <input type="checkbox"/> Separated				k. Name of spouse	
2a. Name of business		b. Employer Tax ID number (EIN)		c. Telephone number	
d. Street address		e. City		f. State <input checked="" type="checkbox"/>	g. ZIP code
h. Email address		i. Website			

Section B – Describe the Alleged Violation of Income Tax Law

3. Alleged violation of income tax law. (Check all that apply.)

- | | | | |
|---|---|--|---|
| <input type="checkbox"/> False Exemption | <input type="checkbox"/> Unsubstantiated Income | <input type="checkbox"/> Unreported Income | <input type="checkbox"/> Failure to Withhold Tax |
| <input type="checkbox"/> False Deductions | <input type="checkbox"/> Earned Income Credit | <input type="checkbox"/> Narcotics Income | <input type="checkbox"/> Failure to File Return |
| <input type="checkbox"/> Multiple Filings | <input checked="" type="checkbox"/> Public/Political Corruption | <input type="checkbox"/> Kickback | <input checked="" type="checkbox"/> Failure to Pay Tax |
| <input type="checkbox"/> Organized Crime | <input type="checkbox"/> False/Altered Documents | <input type="checkbox"/> Wagering/Gambling | <input checked="" type="checkbox"/> Other (describe in 5) |

4. Unreported income and tax years

Fill in Tax Years and dollar amounts, if known (e.g., TY 2010- \$10,000)

TY 2024 \$ 25,829.83 TY 2024 \$ 127,484.32 TY _____ \$ _____ TY _____ \$ _____ TY _____ \$ _____

5. Comments (Briefly describe the facts of the alleged violation-Who/What/Where/When/How you learned about and obtained the information in this report. Attach another sheet, if needed.)

See attached.

6. Additional information. Answer these questions, if possible. Otherwise, leave blank.

- a. Are book/records available? (If available, do not send now. We will contact you, if they are needed for an investigation.) ☒ Yes ☐ No
- b. Do you consider the taxpayer dangerous ☒ Yes ☐ No
- c. Banks, Financial Institutions used by the taxpayer

Name			Name		
Street address			Street address		
City	State CA <input checked="" type="checkbox"/>	ZIP code	City	State CA <input checked="" type="checkbox"/>	ZIP code

Section C – Information About Yourself

(We never share this information with the person or business you are reporting.)

This information is not required to process your report, but would be helpful if we need to contact you for any additional information.

7a. Your name Todd Duell, Trustee, Secured Party, Holder In Due Course		b. Telephone number 808-379-5867		c. Best time to call 8 Am - 5 PM	
d. Street address 68-151 Au St #212		e. City Waialua		f. State HI <input checked="" type="checkbox"/>	g. ZIP code 96791

Print and send your completed form to: Internal Revenue Service
PO Box 3801
Ogden, UT 84409

SUPERIOR COURT OF CALIFORNIA VENTURA COUNTY Clerk of the Court has the Affidavit of Notice [of Discharge] bond deposited in the court since 2021 in accord with 28 USC § 2041 and 48 CFR Ch. § 1 53.228 and the CSIG Treaty. They refuse to process the bond in violation of 41 CFR § 105-55.030. This is restraint of trade in violation of 15 USC § 1, 2 and **embezzlement of U.S. Treasury Department property**, which is Notarized and witnessed by the CA Secretary of State. This is securities fraud in violation of 18 USC § 2073 and SEC Rule 10b-5. This bond is attached to CUSIPs: **316069699** and **3638R881**, which have previously been reported to the IRS and SEC for fraud.

I am the Trustee, Secured Party Creditor, Holder In Due Course, and Principal Owner of the Estate TODD ALAN DUELL. I have revoked and revested legal and equitable title away from the trustee(s) (50 USC § 4312) and terminated all agency agreements. CA Franchise Tax Board and JP Morgan Chase Bank have been served with actual and constructive legal notice of the UCC-1 liens on my property (20212079883 and 20242083945) and continue to step through the liens, which appears to be **RICO** and **WIRE FRAUD**.

I reserve the right to send CA FTB and JP MORGAN CHASE BANK, fiscal agents (12 USC § 266), a bond for discharge to replace the funds back into my bank account. If they fail or refuse in restraint of trade, I reserve the right to file **1099 A, B, C, and OID** for the bond to force the return to source of my funds from my open **TDA account** bearing account number **56-0080046**. It appears that the fiscal agents have a TT&L Terminal (31 CFR § 203) to access my minor account (31 CFR § 363.6).

I also reserve all right to amend the tort claim (case **2023CUFR14148**) filed against the Ventura Clerk of the Court, Prosecutor, and District Attorney to include the arrest and attachment of the bonds for Selvi Stanislaus, CEO CA FTB, Jozel Brunett, Chief Legal Counsel CA FTB, and Stacey Friedman, Chief Legal Counsel JP Morgan Chase Bank, to bond the discharge bonds.

If you fail or refuse to order the discharge and process the bonds for a return to source it will be assumed that you stipulate, consent, and agree to this complaint in the admiralty and I am authorized to file all forms and discharge bonds on your behalf as the **Secured Party and Holder In Due Course**.

IRS/US TREASURY, CA FTB, and JP MORGAN CHASE BANK have **5 CALENDAR DAYS** to take action and resolve this complaint in the admiralty or you stipulate, consent, and agree that I have exhausted administrative process and am authorized to file all necessary IRS Forms and arrest and attach all bonds as the Secured Party and Holder In Due Course. All trustees and fiscal agents, stipulate, consent, and agree, that if you fail or refuse to process the bonds you are willfully operating in violation of restraint of trade; 15 USC § 1, 2, 18 USC §§ 472, 475, 2073, and SEC Rule 10b-5.

TAKE NOTICE: IRS Form 56 is not required as you are already Public Trustees in accord with 5 USC § 3331-3333 and by and through your Oaths and Bar bonds in accord with 50 USC §

4312/28 USC § 581 and you are engaged in a private trespass and restraint of trade against my Estate.

If you fail or refuse to process the bonds I reserve all rights to file and bond an Ex Relatione criminal complaint in U.S. District Court on behalf of the Estate TODD ALAN DUELL and the United States.

TAKE NOTICE: Tort Claim filed in Ventura for fraud; Case # **2023CUFR014148** for violations of 26 USC § 7701(a)(26); 15 USC § 1, 2; 28 USC § 1331, 48 CFR Ch. 1 § 53.228 and Trezevant v City of Tampa, 746 F.2d 815 : **\$3,889.152,170.69.**

For Reference: See **Arau v Rocket Mortgage**, U.S. Supreme Court, Docket 23-1284. The bonds are valid in accord with **31 USC § 3213; "Good and AVAL", UCC § 3-419.**
And

Loper v Raimondo Secretary of Commerce. U.S. Supreme Court Docket No. 22-451 – "Chevron Rule [Overturned]; You cannot make agency (5 USC § 551) rules or regulations in violation of discharge; 48 CFR Ch. 1 § 53.228, 26 USC § 6325, and the CSIG Treaty. You have no statutory authority to deny or not process the bonds.

SUPERIOR COURT OF CALIFORNIA VENTURA COUNTY
Brenda L McCormick, CEO, Clerk of the Court
800 S Victoria Ave
Ventura, CA 93009

CALIFORNIA FRANCHISE TAX BOARD
c/o Selvi Stanislaus, Chief Executive Officer
Att: Jozel Brunett, Chief Legal Counsel
PO Box 115
MS-A390
Rancho Cordova, CA
95741-0115

JP MORGAN CHASE BANK
c/o Jeremy Barnum, Chief Financial Officer
Att: Stacey Friedman, Chief Legal Counsel
270 Park Avenue
New York, NY 10017

Colorado Secretary of State

Date and Time: 09/13/2024 09:52:56 PM

Master ID: 20212079883

Validation Number: 20242083945

Amount: \$8.00

Initial Financing Statement

File #: 20212079883

File Date: 08/17/2021 03:11:38 PM

Filing office: Secretary of State

This amendment is an assignment.

Assignor (Individual)

Last name: Duell First name: Todd Middle name: Alan Suffix:
 Address1: 31165 Temecula Parkway, Suite G3, Unit 2001
 Address2:
 City: Temecula State: CA ZIP/Postal Code: 92592
 Province: Country: United States

Assignor (Organization)

Name: Todd Alan Duell
 Address1: c/o: 31165 Temecula Parkway, Suite G3, Unit 2001
 Address2:
 City: Temecula State: CA ZIP/Postal Code: [92592]
 Province: Country: United States

Collateral

This amendment adds collateral

Description:

Pursuant to HJR-192, P.L. 73-10, codified at Title 31 USC 5118(d)(2), and the paid-in-advance Maternity Act of 1921 future interest-labor, Basel 2 World Bank, deposit, this is actual and constructive public notice by the above listed creditor, depositor, grantor, bailor, that he is the owner and holder of all right, title, and interest, of the funds paid to; JP MORGAN CHASE BANK Account Number ending in 5869 Rounting Number ending in 1672 THIS IS NOT A LIEN AGAINST THE CORPORATION. THIS IS NOT A LIEN AGAINST THESE PARTIES Creditor listed above is a Holder-in-Due-Course, Secured Party Creditor, Principal Owner of the TODD ALAN DUELL ESTATE aka TODD ALAN DUELL TRUST, as documented at CO SOS UCC1 20212079883 and its amendments. Right to contract protected by U.S. Const. A1, S10, and California State Const. A1, S9. Any restriction by State of California, or any other party, shall constitute Restraint of Trade, Title 15 USC 1

Authorizing Party (Secured Party): (Individual)

Last name: Duell First name: Todd Middle name: Alan Suffix:
 Address1: 31165 Temecula Parkway, Suite G3, Unit 2001
 Address2:
 City: Temecula State: CA ZIP/Postal Code: 92592
 Province: Country: United States

Authorizing Party (Secured Party): (Organization)
Name: Todd Alan Duell

Address1: c/o: 31165 Temecula Parkway, Suite G3, Unit 2001

Address2:

City: Temecula

State: CA

ZIP/Postal Code: [92592]

Province:

Country: United States

FROM

TODD ALAN DUELL

c/o Todd Duell, Trustee

68-151 AU ST #212

Waiialua, HI [96791]

duellfamiytrust.trustee@gmail.com

808-379-5867

TO

JP MORGAN CHASE BANK

c/o Jeremy Barnum, Chief Financial Officer

Att: Stacey Friedman, Chief Legal Counsel

270 Park Avenue

New York, NY 10017

=====

FAXED TO

866-699-0618

UPLOAD TO:

CHASE CLIENT PORTAL 9/14/2024

=====

CALIFORNIA FRANCHISE TAX BOARD

c/o Selvi Stanislaus, Chief Executive Officer

Att: Jozel Brunett, Chief Legal Counsel

PO Box 115

MS-A390

Rancho Cordova, CA

95741-0115

=====

USPS CERTIFIED MAIL RESTRICTED DELIVERY

7022 3330 0000 4580 0559

=====

September 14, 2024

RE:

ADMINISTRATIVE NEGATIVE AVERMENT

Bank Transaction Ref: TBD

TDA Trust #: 56-0080046

Case: COAL-20AP24-456

**UCC-1 Lien: Colorado Secretary of State 20212079883,
20242083945**

**NOTICE TO AGENT IS NOTICE TO PRINCIPAL
NOTICE TO PRINCIPAL IS NOTICE TO AGENT
APPLICABLE TO ALL SUCCESSORS AND ASSIGNS**

Dear Mr. Barnum and Ms. Stanislaus,

On May 13, 2024 both Mr. Barbum, CFO JP MORGAN CHASE BANK and Selvi Stanislaus, CEO CA FTB received actual and constructive legal notice of my UCC-1 lien on the account property. It appears that you allowed CA FTB to take an additional \$127,484.32 on September 12, 2024, **in front of my UCC-1 lien**, after the alleged debt was discharged in accord with 48 CFR Ch. 1 § 53.228 and the CSIG Treaty. CA FTB is actively engaged in restraint of trade by and through the Clerk of the Court in violation of 15 USC § 1, 2, and securities fraud in violation of 18 USC § 472, 475, 18 USC § 2073 and SEC Rule 10b-5 against my minor account securities at 31 CFR § 363.6. Your actions now constitute evidence of **RICO** and **WIRE FRAUD**. I am reserving all rights to file criminal charges in U.S. District Court. You have exactly **24 HOURS** to stop the hold and transfer and return ALL the funds to my account taken by CA FTB and order the Clerk (Brenda L McCormick) to discharge the bonds in accord with 28 USC § 2041. I have standing and action to sue in law and equity. You have damaged me.

TAKE NOTICE OF THE DISCHARGE BONDS: Tort Claim filed in Ventura County Case No: **2023CUFR14148**.

▼ ON HOLD(1)		Total on hold \$127,484.32 ⓘ	
Date	Reason	Expires	Amount
Sep 12, 2024	We've received a legal order to hold funds in your account. ⓘ	Sep 26, 2024	\$127,484.32

Sincerely,

By: /s/ Todd Alan Duell

Trustee

Principal Owner

Secured Party Creditor

Holder In Due Course

Without Prejudice

Without Recourse

CO UCC-1: 20212079883

dba TODD ALAN DUELL©

<i>Code Section</i>	<i>Description</i>
18 USC § 2071	<p>Concealment, Removal, or Mutilation</p> <p>(a) Whoever willfully and unlawfully conceals, removes, mutilates, obliterates, or destroys, or attempts to do so, or, with intent to do so takes and carries away any record, proceeding, map, book, paper, document, or other thing, filed or deposited with any clerk or officer of any court of the United States, or in any public office, or with any judicial or public officer of the United States, shall be fined under this title or imprisoned not more than three years, or both.</p> <p>(b) Whoever, having the custody of any such record, proceeding, map, book, document, paper, or other thing, willfully and unlawfully conceals, removes, mutilates, obliterates, falsifies, or destroys the same, shall be fined under this title or imprisoned not more than three years, or both; and shall forfeit his office and be disqualified from holding any office under the United States. As used in this subsection, the term “office” does not include the office held by any person as a retired officer of the Armed Forces of the United States. (June 25, 1948, ch. 645, 62 Stat. 795; Pub. L. 101–510, div. A, title V, § 552(a), Nov. 5, 1990, 104 Stat. 1566; Pub. L. 103–322, title XXXIII, § 330016(1)(I), Sept. 13, 1994, 108 Stat. 2147.)</p>
Title LXX Ch. 4 § 5403	<p>Crimes Against Justice</p> <p>Every person who willfully destroys or attempts to destroy, or, with intent to steal or destroy, takes and carries away any record, paper, or proceeding of a court of justice, filled or deposited with any clerk or officer of such court, or any paper, or document, or record filed or deposited in any public office, or with any judicial or public officer, shall, without reference to the value of the record, paper, document, or proceeding so taken, pay a fine of not more than two thousand dollars, or suffer imprisonment, at hard labor, not more than three years, or both: [See §§ 5408, 5411, 5412.1]</p>
Title LXX Ch. 4 § 5407	<p>Crimes Against Justice</p> <p>If two or more persons in any State or Territory conspire for the purpose of impeding, hindering, obstructing, or defeating, in any manner, the due course of justice in any State or Territory, with intent</p>

	to deny to any citizen the equal protection of the laws, or to injure him or his property for lawfully enforcing, or attempting to enforce, the right of any person, or class of persons, to the equal protection of the laws, each of such persons shall be punished by a fine of not less than five hundred nor more than five thousand dollars, or by imprisonment, with or without hard labor, not less than six months nor more than six years, or by both such fine and imprisonment. See §§1977-1991, 20042010, 5506-5510.1
Title LXX Ch. 4 § 5408	Crimes Against Justice Every officer, having the custody of any record, document, paper, or proceeding specified in section fifty-four hundred and three, who fraudulently takes away, or withdraws, or destroys any such record, document, paper, or proceeding filed in his office or deposited with him or in his custody, shall pay a fine of not more than two thousand dollars, or suffer imprisonment at hard labor not more than three years, or both-, and shall, moreover, forfeit his office and be forever afterward disqualified from holding any office under the Government of the United States
18 USC § 1341	Frauds and Swindles: Whoever, having devised or intending to devise any scheme or artifice to defraud, or for obtaining money or property by means of false or fraudulent pretenses, representations, or promises, or to sell, dispose of, loan, exchange, alter, give away, distribute, supply, or furnish or procure for unlawful use any counterfeit or spurious coin, obligation, security, or other article, or anything represented to be or intimated or held out to be such counterfeit or spurious article, for the purpose of executing such scheme or artifice or attempting so to do, places in any post office or authorized depository for mail matter, any matter or thing whatever to be sent or delivered by the Postal Service, or deposits or causes to be deposited any matter or thing whatever to be sent or delivered by any private or commercial interstate carrier, or takes or receives therefrom, any such matter or thing, or knowingly causes to be delivered by mail or such carrier according to the direction thereon, or at the place at which it is directed to be delivered by the person to whom it is addressed, any such matter or thing, shall be fined under this title or imprisoned not more than 20 years, or both. If the violation occurs in relation to, or involving any benefit authorized, transported, transmitted, transferred, disbursed, or paid in connection with, a presidentially declared major

	disaster or emergency (as those terms are defined in section 102 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5122)), or affects a financial institution, such person shall be fined not more than \$1,000,000 or imprisoned not more than 30 years, or both.
15 USC § 1	Trusts, etc. in Restraint of Trade; Penalty Every contract, combination in the form of trust or otherwise, or conspiracy, in restraint of trade or <u>commerce</u> among the several <u>States</u> , or with foreign nations, is declared to be illegal. Every <u>person</u> who shall make any contract or engage in any combination or conspiracy hereby declared to be illegal shall be deemed guilty of a felony, and, on conviction thereof, shall be punished by fine not exceeding \$100,000,000 if a corporation, or, if any other <u>person</u> , \$1,000,000, or by imprisonment not exceeding 10 years, or by both said punishments, in the discretion of the court.
15 USC § 2	Monopolizing Trade a Felony; Penalty Every <u>person</u> who shall monopolize, or attempt to monopolize, or combine or conspire with any other <u>person</u> or <u>persons</u> , to monopolize any part of the trade or <u>commerce</u> among the several <u>States</u> , or with foreign nations, shall be deemed guilty of a felony, and, on conviction thereof, shall be punished by fine not exceeding \$100,000,000 if a corporation, or, if any other <u>person</u> , \$1,000,000, or by imprisonment not exceeding 10 years, or by both said punishments, in the discretion of the court.
18 USC § 472	Uttering Counterfeit Obligations or Securities Whoever, with intent to defraud, passes, utters, publishes, or sells, or attempts to pass, utter, publish, or sell, or with like intent brings into the United States or keeps in possession or conceals any falsely made, forged, counterfeited, or altered obligation or other security of the United States, shall be fined under this title or imprisoned not more than 20 years, or both.
18 USC § 475	Imitating Obligations or Securities Whoever designs, engraves, prints, makes, or executes, or utters, issues, distributes, circulates, or uses any business or professional card, notice, placard, circular, handbill, or advertisement in the likeness or similitude of any obligation or security of the United States issued under or authorized by any Act of Congress or writes, prints, or otherwise impresses upon

	or attaches to any such instrument, obligation, or security, or any coin of the United States, any business or professional card, notice, or advertisement, or any notice or advertisement whatever, shall be fined under this title. Nothing in this section applies to evidence of postage payment approved by the United States Postal Service.
18 USC § 371	<p>Conspiracy to Commit Offense or to Defraud United States</p> <p>If two or more persons conspire either to commit any offense against the United States, or to defraud the United States, or any agency thereof in any manner or for any purpose, and one or more of such persons do any act to effect the object of the conspiracy, each shall be fined under this title or imprisoned not more than five years, or both.</p> <p>If, however, the offense, the commission of which is the object of the conspiracy, is a misdemeanor only, the punishment for such conspiracy shall not exceed the maximum punishment provided for such misdemeanor.</p>
26 USC § 7201	<p>Attempt To Evade or Defeat Tax</p> <p>Any <u>person</u> who willfully attempts in any manner to evade or defeat any tax imposed by this title or the payment thereof shall, in addition to other penalties provided by law, be guilty of a felony and, upon conviction thereof, shall be fined not more than \$100,000 (\$500,000 in the case of a corporation), or imprisoned not more than 5 years, or both, together with the costs of prosecution.</p>
18 USC § 2073	<p>False Entries and Reports of Moneys or Securities</p> <p>Whoever, being an officer, clerk, agent, or other employee of the United States or any of its agencies, charged with the duty of keeping accounts or records of any kind, with intent to deceive, mislead, injure, or defraud, makes in any such account or record any false or fictitious entry or record of any matter relating to or connected with his duties; or</p> <p>Whoever, being an officer, clerk, agent, or other employee of the United States or any of its agencies, charged with the duty of receiving, holding, or paying over moneys or securities to, for, or on behalf of the United States, or of receiving or holding in trust for any person any moneys or securities, with like intent, makes a false report of such moneys or securities—</p>

	Shall be fined under this title or imprisoned not more than ten years, or both.
SEC Rule 10b-5	<p>Securities Fraud</p> <p>The SEC promulgated Rule 10b-5 under <u>Section 10(b)</u> of the <u>Exchange Act</u>, which authorizes the SEC to regulate securities fraud. The text of the regulation, formally <u>17 CFR § 240.10b-5</u>, states that “it shall be unlawful for any person . . . (a) [t]o employ any device, scheme, or artifice to defraud, (b) [t]o make any untrue statement of a material fact or to omit to state a material fact . . . or (c) to engage in any act, practice, or course of business which operates or would operate as a fraud or deceit upon any person, in connection with the purchase or sale of any security.”</p> <p>Standing</p> <p>While not explicit in the language, courts have interpreted Rule 10b-5 to create a private <u>civil cause of action</u> and additionally allow the SEC to bring <u>criminal</u> enforcement actions. In order to bring a private right of action under Rule 10b-5, the <u>plaintiff</u> must have <u>standing</u>. In <i>Blue Chip Stamps v. Manor Drug Stores</i>, 421 U.S. 723 (1975), the U.S. Supreme Court ruled that a plaintiff must have actually purchased or sold a security to have standing under Rule 10b-5. That is, claiming that a fraudulent misrepresentation caused the plaintiff to forego purchasing or selling a security does not allow them to bring a cause of action under Rule 10b-5. Unlike Section 11, however, Rule 10b-5 applies to both public offerings and <u>private placements</u>.</p> <p>Elements</p> <p>For a private plaintiff or the SEC to prove a violation of Rule 10b-5, they must prove the following <u>elements</u>:</p> <ul style="list-style-type: none"> • The individual misrepresented a <u>material</u> fact. In <i>Virginia Bankshares v. Sandberg</i>, 501 U.S. 1083 (1991), the Supreme Court found knowingly false statements of reason or opinion to be actionable even though they were conclusory in form. There, the company’s directors informed shareholders that the price they would get for their shares from a merger was “high” and a premium, where in fact the directors believed that the value was fair.

	<ul style="list-style-type: none"> • The individual did so <u>knowingly</u>, i.e. <u>scienter</u>. This is a lower mental state than <u>strict liability</u>, as required by Section 11, but the U.S. Supreme Court in <u>Ernst & Ernst v. Hochfelder</u>, 425 U.S. 185 (1976) clarified that it was higher than <u>negligence</u>. In <u>Tellabs v. Makor Issues & Rights</u>, 551 U.S. 308 (2007), the U.S. Supreme Court described the mental state requirement as being more or equally plausible that the individual knew of the misrepresentation than not. • The plaintiff <u>relied</u> on the individual's material misrepresentation. That is, the misrepresentation must have caused the individual to transact in the security. • The plaintiff suffered <u>loss</u>. <p><u>In addition to a private suit, if the SEC establishes those elements, then the individual may be</u></p> <p><u>CRIMINALLY LIABLE.</u></p>
5 USC §§ 3331~3333 (7311), 18 USC § 2384	<p>Striking Against the Government, Seditious Conspiracy</p> <p>An individual may not accept or hold a position in the Government of the United States or the government of the District of Columbia if he—</p> <p>(1) advocates the overthrow of our constitutional form of government;</p> <p>(2) is a member of an organization that he knows advocates the overthrow of our constitutional form of government;</p> <p>(3) participates in a strike, or asserts the right to strike, against the Government of the United States or the government of the District of Columbia; or</p> <p>(4) is a member of an organization of employees of the Government of the United States or of individuals employed by the government of the District of Columbia that he knows asserts the right to strike against the Government of the United States or the government of the District of Columbia.</p> <p>=====</p>

	If two or more persons in any State or Territory, or in any place subject to the jurisdiction of the United States, conspire to overthrow, put down, or to destroy by force the Government of the United States, or to levy war against them, or to oppose by force the authority thereof, or by force to prevent, hinder, or delay the execution of any law of the United States, or by force to seize, take, or possess any property of the United States contrary to the authority thereof, they shall each be fined under this title or imprisoned not more than twenty years, or both.
Private Estate Trespass	CUSIP's [105-69-312626]; 31614562, 779576107, 316069699 and 31638R881

PARTIES

SUPERIOR COURT OF CALIFORNIA, VENTURA COUNTY
800 S. Victoria Avenue
Ventura, CA 93009

Brenda L McCormick, CEO

JP. MORGAN CHASE BANK
270 Park Avenue
New York, NY 10017

Jeremy Barnum, CFO
Stacey Friedman, Chief Legal Counsel

CALIFORNIA STATE TAX FRANCHISE BOARD
PO BOX 115
MS-A390
Rancho Cordova, CA 95741-0015

Selvi Stanislaus, CEO
Jozel Brunett, Chief Legal Counsel

CDCR CALIFORNIA
1515 S St
Sacramento, CA 95811

Jeff Comber, Secretary

THIS CRIMINAL COMPLAINT IS BASED ON THESE FACTS

1. I, Todd Alan Duell, am the Secured Party Creditor, Holder In Due Course, and Principal Owner for the Estate TODD ALAN DUELL©.
2. The Treasury Direct Account now stated as XX-XXX0046 is opened and all records are publicly available with the Secretary of State of COLORADO #20212079883.
3. I revoked and revested legal and equitable title under the merger rule away from the “Alien Property Custodian” and “Common-Law Trustee” under 50 USC § 4312 and 28 USC § 581. The agency agreement, 5 USC § 551, has been terminated. Fiscal Agents and Bar counsel, acting under presumption of 50 USC § 4312, are knowingly, intentionally, willfully, and actively engaged in private trespass against the legal title ownership and restraint of trade against the Estate/Trust TODD ALAN DUELL©.
4. CDCR has had a copy of the tort claim and discharge bonds in my “jacket” since September 2023. Their agents received constant written communication in regard to the securities at bar, kidnapping and false imprisonment in violation of Trezevant v City of Tampa, 741 F2d 336, and the tort claim;
 - a. April 7, 2023: Agent Rodriquez; “Status Correction”
 - b. June 6, 2023: Agent Rodriquez; “Status Correction”
 - c. October 2, 2023: Agent Ortega; “Non-Negotiable Notice of Right to Cancel All Bonds and Amend Filed Tort Claim”
5. In 2021, a bond was deposited with Michael D. Planet, Clerk of the Court at SUPERIOR COURT OF CALIFORNIA, COUNTY OF VENTURA case trust securities account number 2016004124 bearing **CUSIPs 316069699** and **31638R881** in accord with 28 USC § 2041 “Deposit of moneys for pending or adjudicated cases”, 48 CFR Ch.1 § 53.228 “Bonds and Insurance”, and 41 CFR § 105-55.030 “discharge of indebtedness; reporting requirements.” Brenda L.

McCormick is the current Clerk of the Court and is aware of the tort claim lodged in the court.

6. The bond was not dishonored by the Clerk of the Court. The Clerk of the Court knowingly, intentionally, and willfully refused to process the Affidavit of Notice [of Discharge].
7. On September 15, 2023, a tort claim was filed against Erik Nasareuko, District Attorney and Anthony Wold, Prosecutor for fraud in violation of; 26 USC § 7701(a)(26). 15 USC §§ 1, 2, 28 USC § 1331; 48 CFR Ch. 1 § 53.228. Case number **2023CUFR014148**. The tort claim was calculated by statute in the amount of **\$3,889,152,170.69**. Neither the discharge bonds nor the calculated value of the tort has been disputed.
8. The herein named Defendants had actual and constructive legal knowledge of the public commercial record in regard to my status and standing and knowingly, intentionally and willfully stepped through the public commercial UCC-1 liens on my property and took the following funds via wire fraud from my bank account at JP MORGAN CHASE BANK (Account Number: XXXXX5869, Routing Number: XXXXX1627):

May 6, 2024: **\$25,829.83**

September 12, 2024: **\$127,484.32**

TOTAL: \$153,314.15

9. On May 11, 2024, I filed a complaint with the Honolulu Police Department ID # 28564, which has been ignored. Administrative process has been exhausted.
10. On May 13, 2024, I filed a complaint with the FBI Victim Account Number 566165869, which has been ignored. Administrative process has been exhausted.
11. On May 13, 2024 LEGAL NOTICE AND DEMAND to return the funds was sent to Jeremy Barnum and Stacey Friedman, JP MORGAN CHASE as directed by account services to the fax number: 866-699-0618. They also received a copy of the public commercial UCC-1 lien.
12. On or about June 14, 2024 JP MORGAN CHASE BANK blamed the CALIFORNIA FRANCHISE TAX BOARD "CA FTB." NOTICE OF DEFAULT

was faxed again to JP MORGAN CHASE BANK and mailed to CA FTB USPS Certified Mail Restricted Delivery 9589 0710 5270 0947 0429 31. Neither named Defendant responded, nor denied the Notice and UCC-1 lien, nor the fact that the alleged debt was discharged.

13. On or about June 28, 2024 JP MORGAN CHASE BANK then blamed CDCR. "Affidavit of Negative Averment" was sent to Jeff Comber, Secretary via USPS Certified Mail Restricted Delivery 9589 0710 5270 947 0432 97. The named Defendants did not respond, nor deny the Notice and UCC-1 lien, nor the fact that the alleged debt was discharged.
14. On September 14, 2024 "Administrative Negative Averment" was faxed to the named Defendants at JP MORGAN CHASE BANK and uploaded into the "Client Message Portal" and mailed via USPS Certified Mail Restricted Delivery to the named Defendants at CA FTB 7022 3330 0000 4580 0559. The named Defendants did not respond nor deny the Notice of RICO and wire fraud.
15. A demand was made to return the funds within 24 hours, which was ignored. The money appears to have been embezzled despite the known public commercial UCC-1 lien on the account and the fact that the commercial liabilities have been discharged.
16. On September 16, 2024 the current Clerk of the Court, Brenda L McCormick received the notice "Administrative Negative Averment. Order to Clerk of the Court to Schedule: Motion to Acknowledge Title 48 CFR International Commercial Affidavit Presented as Letter of Rogatory. Notice to Appoint Trustee wit Form 56 in Support of Motion to Acknowledge Title 48 CFR International Commercial Affidavit Presented as Letter of Rogatory. Motion for Oral Argument. It appears that Brenda L McCormick has made a judicial decision to reject the motion, refuse commercial discharge, and embezzle the discharge bonds.

BONDS FOR CRIMINAL COMPLAINT

17. As the Holder In Due Course, I am hereby attaching my bond(s) for the Criminal Complaint in the nature of Ex Relatione; 28 USC § 2041, 48 CFR Ch.1 § 53.228, SF 24, 25, 25A, 28, 1418, 273, 274, 275.

TAKE NOTICE: Clerk of the Court: Is requested to fill in the Invitation Number (Case Number) and any other necessary information, including, but not limited to the CUSIP's for; GSA SF 24, 25, 25A, 28, 1418, 273, 274, 275 to bond the criminal charges for the named Defendants.

I agree to sign the bonds in front of the Clerk of the Court and/or Judge as witness.

RESERVATION OF RIGHT TO AMEND COMPLAINT

TAKE NOTICE: I reserve all rights to amend this complaint as new individuals and evidence becomes available.

ADDITIONAL POINTS AND AUTHORITIES

18. **48 CFR Ch. 1 § 53.228 and the CSIG Treaty – What authority does a BAR member and the Court have to strike the entire bonding and underwriting system for the United States monetary system authorized by the Federal Reserve and Public Policy under the International CSIG Treaty?**
19. **12 USC § 266** Fiscal Agents; duties – PENNYMAC LOAN SERVICES and the COURT are “Fiscal Agents”, with access to a TT&L Terminal (**31 CFR § 203**) to perform setoff and discharge of all commercial liabilities as a routine operation.

Banks, savings banks, and savings and loan, building and loan, homestead associations (including cooperative banks), and credit unions created under the laws of any State and the deposits or accounts of which are insured by a State or agency thereof or corporation chartered pursuant to the laws of any State may be depositaries of public money and may be employed as fiscal agents of the United States. The Secretary of the Treasury is authorized to deposit public money in any such institution, and shall prescribe such regulations as may be necessary to enable such institutions to become depositaries of public money and fiscal agents of the United States. Each such institution shall perform all such reasonable duties as depositary of public money and fiscal agent of the United States as may be required of it including services in connection with the collection of taxes and other obligations owed the United States.

(Pub. L. 95–147, § 2(d), Oct. 28, 1977, 91 Stat. 1228.)

20.DEPARTMENT OF AGRICULTURE RURAL DEVELOPMENT RURAL
HOUSING SERVICE v KIRTZ, February 8, 2024 No. 22-846

“Congress has authorized a waiver of sovereign immunity”

21.LOPER BRIGHT ENTERPRISES V RAIMONDO, 603 US _ JUNE 28, 2024

“The Administrative Procedures Act Requires courts to exercise their independent judgment in deciding whether an agency has acted within its statutory authority and courts may not defer to an agency interpretation of the law simply because a statute is ambiguous.”

22.ARAU V. ROCKET MORTGAGE, U.S. SUPREME COURT DOCKET NO.
23-1284; Conference set for September 30, 2024.

- a) Can the identified “Holder” of a securitized debt instrument (i.e. mortgage, car loan, etc.) avoid discharge of the debt when bonds are issued in accord with Title 48 CFR Ch. 1 § 53.228?
- b) Can any court dishonor discharge when bonds are issued in accordance with Title 48 CFR Ch. 1 § 53.228?
- c) Can any court ignore the nature of the Bills of Exchange Act as it applies to securitized liabilities in accord with Title 48 CFR Ch. 1 § 53.228?
- d) Is it possible to achieve a quiet title or lis pendens action without court due process?
- e) Can the alleged creditor, who sold the debt to a third party, maintain standing to foreclose or repossess when the liability was discharged in accord with Title 48 CFR Ch. 1 § 53.228?
- f) Can a third party, who is not the securitized liability debt “Holder” perform a foreclosure or repossession action?
- g) Are the courts violating the U.S. Constitution Article 1, § 8, Cl. 17, Commerce Clause, when blocking the ability to tender bonds (U.C.C. § 2-511 “Tender of Payment by Buyer; Payment by Check”) to discharge commercial paper liabilities in addition to U.S. Constitution Article 3, § 2, Cl. 1, Judicial Clause, by and through Title 28 U.S.C. § 3002(4) “Debtor” and U.C.C. § 2-201(2) “Statutes of Frauds”?